

	Page 1		Page 3
1	CAUSE NO. 2020-01418		
2	KME HOLDINGS, LLC, ) IN THE DISTRICT COURT OF		
	)		PAGE
3	Plaintiffs, )		
	)		
4	VS. ) HARRIS COUNTY, TEXAS		
	)		
5	1960 FAMILY PRACTICE, )		
	P.A., PHYSICIANS ALLIANCE )		
6	OF RED OAK, L.P., UNITED )		
	MEMORIAL MEDICAL CENTER, )		
7	LLC, HUONG LE NGUYEN, )		
	QUOC D. LE, AND ALEX L. )		
8	NGUYEN, ) 189TH JUDICIAL DISTRICT		
	)		
9	Defendants. )		
10	*****		
11	*****		
12	ORAL DEPOSITION OF HUONG LE NGUYEN		
	MAY 19, 2022		
13	*****		
14	*****		
15	ORAL DEPOSITION OF HUONG LE NGUYEN, produced as		
16	a witness at the instance of the Plaintiff and duly sworn,		
17	was taken in the above styled and numbered cause on		
18	Thursday, May 19, 2022, from 10:08 a.m. to 4:04 p.m.,		
19	before SARA BIELAMOWICZ, CSR, RPR, in and for the State of		
20	Texas, reported by computerized stenotype machine, at the		
21	offices of Porter Hedges, 1000 Main Street, 36th Floor,		
22	Houston, Texas, pursuant to the Texas Rules of Civil		
23	Procedure and the provisions stated on the record herein.		
24			
25			
	Page 2		Page 4
1	A P P E A R A N C E S		
2	FOR THE PLAINTIFF:		
3	Ms. Robin M. Ziek ROBIN M. ZIEK - ATTORNEY AT LAW 24 Greenway Plaza, Suite 2050 Houston, Texas 77046 713.222.8030 Rziek@sbcglobal.net		
4	FOR THE DEFENDANT, HUONG LE NGUYEN:		
5	Ms. Amy C. Falcon PORTER HEDGES, LLP 1000 Main Street, 36th Floor Houston, Texas 77002 713.226.6681 Afalcon@porterhedges.com		
6	FOR THE DEFENDANT, UNITED MEMORIAL MEDICAL CENTER:		
7	Ms. Sharlene A. Poyer THE POYSER LAW FIRM 1001 Texas Avenue, Suite 400 Houston, Texas 77002 832.498.5434 sharlene@thepoysertlawfirm.com		
8	FOR THE DEFENDANT, ALEX L. NGUYEN:		
9	Mr. Jeff Matthews ATTORNEY AT LAW P.O. Box 982 Katy, Texas 77492 281.772.0772 Jeff.superdocs@gmail.com		
10	ALSO PRESENT:		
11	ALEX L. NGUYEN ALEXANDRA SMOOTS		
12			
13			
14			
15	REPORTER'S NOTE:		
16	All quotations from exhibits are reflected in the manner		
17	in which they were read into the record and do not		
18	necessarily denote an exact quote from the document.		
19			
20			
21			
22			
23			
24			
25			

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1	HUONG LE NGUYEN,	1	<b>A. I don't know what the defendant -- I know myself</b>
2	HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:	2	<b>is.</b>
3	EXAMINATION	3	Q. Okay. Are you married, ma'am?
4	BY MS. ZIEK:	4	<b>A. Yes.</b>
5	Q. Dr. Le, my name is Robin Ziek, and I represent	5	Q. Who are you married to?
6	KME Holdings, LLC. Do you understand, that ma'am?	6	<b>A. Minh Nguyen, M-I-N-H N-G-U-Y-E-N.</b>
7	<b>A. That you are represent, yes.</b>	7	Q. Okay. Do you have any children, ma'am?
8	Q. Okay. That I am the attorney for them?	8	<b>A. Yes.</b>
9	<b>A. Yes.</b>	9	Q. How many?
10	Q. Okay. Dr. Le, I'm going to ask you -- or I'm	10	<b>A. Two.</b>
11	going to go through a series of admonishments with you.	11	Q. And what are their names?
12	Have you ever had your deposition taken before?	12	<b>A. Michael, M-I-C-H-A-E-L, Nguyen. Same last name.</b>
13	<b>A. Yes.</b>	13	Q. Okay. And your daughter's name?
14	Q. Okay. So do you recall the admonishments they	14	<b>A. Michelle, M-I-C-H-E-L-E, Nguyen, N-G-U-Y-E-N.</b>
15	gave you, that you must give a verbal answer to my	15	Q. Okay. Are either --
16	questions so that the court reporter can take it down?	16	MS. FALCON: Do you need her to speak up?
17	Correct?	17	(Discussion off the record.)
18	<b>A. Yes.</b>	18	Q. (BY MS. ZIEK) Dr. Le, is Michael Nguyen married?
19	Q. Okay. Would you also agree with me that if you	19	<b>A. Who? My son?</b>
20	don't understand a question that I'm asking, that you will	20	Q. Yes, ma'am.
21	ask me to rephrase it or to ask it again until you	21	<b>A. No.</b>
22	understand the question so that you give a truthful answer	22	Q. He's not married. Is he a doctor?
23	to that? Can we have that agreement?	23	<b>A. No.</b>
24	<b>A. Yes.</b>	24	Q. Michelle Nguyen, is she married?
25	Q. Can we also have the agreement that if you want	25	<b>A. No.</b>
	Page 6		Page 8
1	to take a break at any point in time to talk to your	1	Q. Is she a doctor?
2	lawyer, to go to the restroom, or just to take a break	2	<b>A. No.</b>
3	from the questioning, that if there is a question that has	3	Q. Is your husband a doctor?
4	been asked, that you will answer that question before you	4	<b>A. Yes.</b>
5	ask to take a break? Can we have that agreement?	5	Q. Where do you and Mr. Nguyen -- Dr. Nguyen reside?
6	<b>A. Yes.</b>	6	<b>A. 50 Palmer Crest Drive, The Woodlands 77381.</b>
7	Q. Okay. Can we also have the agreement that you	7	Q. Are you the only two parties that live in that
8	will allow me to finish my questions before you begin your	8	residence?
9	answer so that the court reporter takes it down in a clear	9	<b>A. Yes.</b>
10	manner?	10	(Exhibit 21 marked.)
11	<b>A. Yes.</b>	11	Q. (BY MS. ZIEK) Dr. Le, it's my understanding that
12	Q. Can I have that agreement?	12	you are here today in accordance with Exhibit 21. Let me
13	<b>A. Yes.</b>	13	show you. And it's the only copy I have, unfortunately.
14	Q. Okay. Could you state your full name for the	14	The other copies are for an earlier date.
15	record, ma'am?	15	Prior to coming here, Dr. Le, have you seen
16	<b>A. Dr. Huong, H-U-O-N-G, Le, L-E, Nguyen,</b>	16	that document?
17	<b>N-G-U-Y-E-N.</b>	17	<b>A. Yes. I -- I'm...</b>
18	Q. Okay. Do you normally go by Dr. Le?	18	MS. FALCON: Yes.
19	<b>A. Yes.</b>	19	<b>THE WITNESS: Yes.</b>
20	Q. Would it be okay if I call you Dr. Le today?	20	MS. FALCON: Sorry.
21	<b>A. Yes.</b>	21	<b>A. Yes. Yes.</b>
22	Q. Okay. Dr. Le, are you related to any of the	22	Q. (BY MS. ZIEK) Okay. And, Dr. Le, on the very
23	other guarantors in this suit, the other defendants?	23	back, attached to it, is the subpoena duces tecum. And
24	<b>A. What do you mean by "related"?</b>	24	your counsel was nice enough to provide me those documents
25	Q. Okay. Are any of them your children?	25	early on with a response. Do you recall providing

	Page 9		Page 11
1	documents pursuant to that subpoena duces tecum?	1	<b>A. Family practice.</b>
2	<b>A. I don't think I've seen this.</b>	2	Q. Are you boarded in family practice?
3	Q. Okay. We'll go through it in a minute, but let's	3	<b>A. I was until I retire.</b>
4	go back to your background a little bit and then we'll go	4	Q. Okay. And when did you retire, Dr. Le?
5	through the listing on the back of the notice of	5	<b>A. I think 1998. And then I went back to reinstate</b>
6	deposition.	6	<b>during COVID time.</b>
7	Are you originally from the United States?	7	Q. So approximately 2019 or 2020 --
8	<b>A. No.</b>	8	<b>A. I'm sorry. 2018 or 2019 -- I cannot remember --</b>
9	Q. Where were you born, ma'am?	9	<b>I retire. And then COVID hits and then I went back to</b>
10	<b>A. Vietnam.</b>	10	<b>reinstate to help out with COVID.</b>
11	Q. And when did you come to the United States?	11	Q. Okay. So you didn't retire in 1998?
12	<b>A. 1975.</b>	12	<b>A. No, no, I'm sorry 20 -- I'm sorry, not 1998.</b>
13	Q. Okay. And how old would you have been in 1975?	13	<b>2018 or 2019, I cannot remember.</b>
14	<b>A. 13.</b>	14	Q. Okay. And when you retired, when you said you
15	Q. Where did you go to college, ma'am?	15	gave up your license, did you just put it in an inactive
16	<b>A. Rice University.</b>	16	status?
17	Q. And what year did you graduate?	17	<b>A. Correct.</b>
18	<b>A. 1981.</b>	18	Q. When did you marry your husband?
19	Q. And what degree did you have in 1981 from Rice	19	<b>A. I don't remember. I remember April 2nd was our</b>
20	University?	20	<b>anniversary, 19, oh I was in -- 1989 or '88, one of those</b>
21	<b>A. Bachelor of Arts.</b>	21	<b>years.</b>
22	Q. Okay. Did you subsequently go to medical school?	22	Q. So pretty close to when you finished your
23	<b>A. Yes.</b>	23	residency?
24	Q. Okay. What medical school did you attend?	24	<b>A. No, medical school.</b>
25	<b>A. Baylor College of Medicine.</b>	25	Q. Medical school, okay.
	Page 10		Page 12
1	Q. And what years did you go to Baylor College of	1	Is your husband boarded in anything?
2	Medicine?	2	<b>A. I don't know. You'd have to ask him. I know</b>
3	<b>A. I graduate in 1985.</b>	3	<b>he's a radiologist.</b>
4	Q. Okay. And in 1985 when you graduated, did you	4	Q. Have you and your husband ever worked together in
5	then do a residency in any specialty?	5	the same group of doctors before?
6	<b>A. Yes.</b>	6	<b>A. We have our own separate practices.</b>
7	Q. What residency did you do?	7	Q. Okay. What was the name of the group that you
8	<b>A. Family practice.</b>	8	originally worked for when you got through with your
9	Q. Okay. Did you subsequently do any fellowships?	9	residency in '92?
10	<b>A. No.</b>	10	<b>A. Red Oak Family Practice.</b>
11	Q. Once you completed your residency -- was your	11	Q. And who owned Red Oak Family Practice?
12	residency also done at Baylor College of Medicine?	12	<b>A. It was a group of doctors. I don't know who</b>
13	<b>A. No.</b>	13	<b>owned it back then.</b>
14	Q. Where was your residency done?	14	Q. Okay. Did you subsequently buy into Red Oak
15	<b>A. Montgomery County Foundation in Conroe, Texas.</b>	15	Family Practice?
16	Q. And when did your residency end?	16	<b>A. There was a physician who retired, Dr. Lewis</b>
17	<b>A. 19 -- I'd say 1992. Oh, I take it back. I think</b>	17	<b>Foxhall, and I did buy in, yes.</b>
18	<b>all my dates are mixed up.</b>	18	Q. And how long were you with Red Oak Family
19	I graduate from Rice in 1985. I graduate	19	Practice?
20	from Baylor in 1989. And I finished my residency in 1992.	20	<b>A. From 1992 to -- I don't remember. It's been so</b>
21	Q. Okay. And when you finished your residency, did	21	<b>long.</b>
22	you then go to work for a doctor or did you go to work for	22	Q. Okay, ma'am. When -- after you left Red Oak
23	a hospital?	23	Family Practice, did you sell your portion to another
24	<b>A. I went to work for a group of doctors.</b>	24	doctor?
25	Q. Okay. And what was your primary practice?	25	<b>A. I don't know. I think Red Oak Family Practice</b>

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<b>1   become 1960 Family Practice.</b>		<b>1   Practice?</b>	
2    Q. Did you buy out the other physicians?		<b>2   A. No.</b>	
3 <b>A. Yes.</b>		3    Q. At any point in time did Dr. Quoc Le and Alex	
4    Q. So when it became 1960 Family Practice, how many		4   Nguyen together own 50 percent of 1960 Family Practice?	
5   owners were there?		<b>5   A. No.</b>	
<b>6   A. It was myself, originally.</b>		6    Q. So at all points in time you were the majority	
7    Q. Did the ownership subsequently change?		7   shareholder in 1960 Family Practice. Is that a correct	
<b>8   A. Yes.</b>		8   statement?	
9    Q. When did it change, ma'am?		<b>9   A. Yes.</b>	
<b>10   A. I don't remember.</b>		10    Q. Okay. Did Dr. Alex Nguyen subsequently leave	
11   Q. Okay. Who else was an owner of 1960 Family		11   1960 Family Practice?	
12   Practice?		<b>12   A. Yes.</b>	
<b>13   A. Quoc Le.</b>		13    Q. Do you recall what date?	
14    Q. And that's spelled, for the court reporter,		<b>14   A. I don't remember -- 2018 to 2019. I don't</b>	
15   Q-U-O-C -- and what was his last name?		15   remember exact date.	
<b>16   A. Le, L-E.</b>		16    Q. Okay. Did you buy out Dr. Nguyen's portion of	
17    Q. Okay. Was that person any relationship to you?		17   the practice?	
<b>18   A. No.</b>		<b>18   A. No.</b>	
19    Q. And how much of 1960 Family Practice did the		19    Q. So what happened to Dr. Nguyen's shares of stock	
20   other Dr. Le own?		20   in 1960 when he left?	
<b>21   A. I don't remember.</b>		<b>21   A. They were still there.</b>	
22    Q. Was it more than 50 percent, ma'am?		22    Q. Setting aside the issue of the bankruptcy right	
<b>23   A. No.</b>		23   now, is it your statement that if -- if 1960 Family	
24    Q. Did Quoc Le subsequently leave 1960 Family		24   Practice was not in bankruptcy, that Dr. Alex Nguyen would	
25   Practice?		25   still own shares of stock in it?	
	Page 14		Page 16
<b>1   A. Yes.</b>		<b>1   A. Yes.</b>	
2    Q. Do you recall when Dr. Quoc Le left?		2    Q. Would the statement still be true as far as	
<b>3   A. I don't remember when.</b>		3   Dr. Quoc Le?	
4    Q. Was it before 2018, ma'am?		<b>4   A. No, Dr. Quoc Le was bought out.</b>	
<b>5   A. Yes.</b>		5    Q. Okay. And he was bought out by you and Dr. Alex	
6    Q. Did you buy his portion of the practice back,		6   Nguyen?	
7   ma'am?		<b>7   A. And Dr. Annie Hoang. Dr. Annie Hoang came to</b>	
<b>8   A. Yes.</b>		<b>8   replace Dr. Quoc Le.</b>	
9    Q. And so after Dr. Quoc Le left, you were then a		9    Q. So did Dr. Annie Hoang, when she replaced	
10   hundred percent owner of 1960 Family Practice again,		10   Dr. Quoc Le, did she buy his stock or did the company buy	
11   correct?		11   the stock back and reissue stock to her?	
<b>12   A. No.</b>		<b>12   A. The company bought the stock back and reissue to</b>	
13    Q. Okay, ma'am. Who else was an owner?		<b>13   her.</b>	
<b>14   A. Alex Nguyen.</b>		14    Q. Was she reissued the same amount of stock that	
15    Q. Okay. Did Dr. Nguyen, Dr. Alex Nguyen -- let me		15   Dr. Quoc Le had?	
16   just use first and last names. Did Dr. Alex Nguyen buy		<b>16   A. No.</b>	
17   into the practice?		17    Q. Was it more or less?	
<b>18   A. Yes.</b>		<b>18   A. Less.</b>	
19    Q. Do you recall when?		19    Q. Again, setting aside the bankruptcy proceeding,	
<b>20   A. I don't remember.</b>		20   if 1960 Family Practice was no longer -- or was not in	
21    Q. Okay. Was there a time that you, Dr. Quoc Le,		21   bankruptcy, would Dr. Annie Hoang still have her portion	
22   and Alex Nguyen owned 1960 Family Practice?		22   of 1960 Family Practice?	
<b>23   A. Yes.</b>		<b>23   A. Yes.</b>	
24    Q. At any of those times did either Dr. Quoc Le or		24    Q. So the shareholders of 1960 Family Practice at	
25   Dr. Alex Nguyen own more than 50 percent of 1960 Family		25   the time the bankruptcy was filed were you, Dr. Le,	

	Page 17		Page 19
1	correct?	1	<b>A. No to that shift.</b>
2	<b>A. Yes.</b>	2	Q. How many independent contractors does Viventi
3	Q. Dr. Alex Nguyen, correct?	3	Med, LLC, have?
4	<b>A. Correct.</b>	4	MS. FALCON: Objection. Form.
5	Q. And Dr. Annie Hoang, correct?	5	<b>A. I don't know.</b>
6	<b>A. Correct.</b>	6	Q. (BY MS. ZIEK) Would your husband know the
7	Q. Did those three -- did all three shareholders	7	answers to these questions, ma'am?
8	vote to put 1960 Family Practice, PA, into bankruptcy?	8	<b>A. I don't know.</b>
9	<b>A. No.</b>	9	Q. Do you or your husband own any other LLCs, ma'am?
10	Q. Were they aware that you were going to file	10	<b>A. Yes.</b>
11	bankruptcy for 1960 Family Practice?	11	Q. Okay. Let's start with you, Dr. Le. How many
12	<b>A. I don't know.</b>	12	LLCs have you been involved with?
13	Q. Okay. Has your medical license ever been	13	MS. FALCON: Objection. Form.
14	suspended for any reason, ma'am?	14	<b>A. I don't know.</b>
15	<b>A. No.</b>	15	Q. (BY MS. ZIEK) Would it be more than ten, ma'am?
16	Q. How are you currently employed?	16	<b>A. I cannot -- I don't know.</b>
17	<b>A. I am an independent contractor.</b>	17	Q. Okay. How many are you involved with currently?
18	Q. Okay. When you say you're an independent	18	<b>A. I don't -- I don't know. I have staff that</b>
19	contractor, who are you working for as an independent	19	<b>handle that. I don't know.</b>
20	contractor?	20	Q. Okay. Who would know the answers to these
21	<b>A. For a company that staff emergency room.</b>	21	questions of your staff?
22	Q. So a company that staffs emergency rooms?	22	<b>A. Stacy Williams.</b>
23	<b>A. Yes.</b>	23	Q. And what company does Stacy Williams work for?
24	Q. Okay, ma'am. And what's the name of that	24	<b>A. She works for Viventi Med, LLC.</b>
25	company?	25	Q. And how long have you known Ms. Williams?
	Page 18		Page 20
1	<b>A. Viventi Med, LLC.</b>	1	<b>A. More than 20 years.</b>
2	Q. Could you spell that, please?	2	Q. Was she originally employed by 1960 Family
3	<b>A. Viventi, V-I-V-E-N-T-I, Med, M-E-D, LLC.</b>	3	Practice, ma'am?
4	Q. Do you have any own ownership in Viventi Med,	4	<b>A. Yes.</b>
5	LLC?	5	Q. And how long was she with 1960 Family Practice?
6	<b>A. I don't think so.</b>	6	<b>A. More than 20 years. I would think until the day</b>
7	Q. Does your husband have any ownership in Viventi	7	<b>it filed for bankruptcy.</b>
8	Med, LLC?	8	Q. After it filed for bankruptcy, did your husband
9	<b>A. Yes.</b>	9	hire Ms. Williams?
10	Q. How much of that does your husband own?	10	MS. FALCON: Objection. Form.
11	<b>A. I don't know.</b>	11	Q. (BY MS. ZIEK) Well, who at Viventi Medical, LLC,
12	Q. Does he have any other members in that LLC with	12	hired Ms. Williams?
13	him, ma'am?	13	MS. FALCON: Objection. Form.
14	<b>A. I don't know.</b>	14	Q. (BY MS. ZIEK) You can answer the question,
15	Q. Where are the offices of Viventi Med, LLC?	15	ma'am.
16	<b>A. I don't know.</b>	16	MS. FALCON: If you know.
17	Q. You don't know where your employer is, ma'am?	17	<b>A. I don't know.</b>
18	<b>A. It's -- everything is online. I don't know where</b>	18	Q. (BY MS. ZIEK) Well, how did Ms. Williams know
19	<b>they're located to tell --</b>	19	that there was an opening at Viventi Med, LLC?
20	Q. Okay. How do you find out where you are supposed	20	MS. FALCON: Objection. Form.
21	to go to staff emergency rooms?	21	<b>A. She hired -- they hire me as an independent</b>
22	<b>A. They email me.</b>	22	<b>contractor to staff emergency room, and I'm also their</b>
23	Q. And what does the email contain?	23	<b>medical director for the emergency room.</b>
24	<b>A. It says this location needs a physician on this</b>	24	Q. (BY MS. ZIEK) When you say you're the medical
25	<b>date and day, can you cover that shift. I can say yes or</b>	25	director for the emergency room, what emergency room?

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1 <b>A. Houston Medical Emergency Room.</b>		1      practice?	
2      Q. And where is that located?		2 <b>A. No.</b>	
3 <b>A. 2306 Rayford Road, Spring, Texas 77386.</b>		3      Q. Do you have any businesses with your children?	
4      Q. And who hired you as the medical director for		4 <b>A. I don't understand the question.</b>	
5      that emergency room, ma'am?		5      Q. Okay, ma'am. I'll get to it in a second.	
6 <b>A. The director of human resources.</b>		6      Allergy of Texas, LLC, what is that, ma'am?	
7      Q. And who was that, ma'am?		7 <b>A. It's an LLC.</b>	
8 <b>A. Melissa Igo.</b>		8      Q. Okay. And who runs that LLC?	
9      Q. And how long have you known Melissa Igo?		9 <b>A. I do. I do. I'm the manager.</b>	
10 <b>A. More than five years.</b>		10     Q. You're the managing member?	
11     Q. Has Melissa Igo ever worked for 1960 Family		11 <b>A. No, not managing. Manager.</b>	
12     Practice?		12     Q. Okay. So is that LLC managed by managers and not	
13 <b>A. Yes.</b>		13     members, then?	
14     Q. Other than working as the medical director for		14 <b>A. Correct.</b>	
15     the emergency room Houston Medical Room and working for		15     Q. Okay. Are you the only member of Allergy of	
16     Viventi Med, LLC, do you hold any other positions?		16     Texas, LLC? I'm sorry, let me rephrase it.	
17 <b>A. No. I do through my various LLC but not as a</b>		17     Are you a member of Allergy of Texas, LLC?	
18 <b>pay -- payroll position..</b>		18 <b>A. I don't know.</b>	
19     Q. Well, as an independent contractor, ma'am, are		19     Q. Who would know, ma'am?	
20     you a 1099 employee or a W-2?		20 <b>A. Stacy Williams. It's an unpaid position, so I</b>	
21 <b>A. I am a -- both. I am a W-2. No, I'm sorry, I</b>		21 <b>don't know.</b>	
22 <b>think I'm a W-2.</b>		22     Q. And what does Allergy of Texas, LLC, do?	
23     Q. So you are not an independent contractor?		23 <b>A. It's a management company/staffing.</b>	
24 <b>A. Yeah, I'm not an independent contractor. I think</b>		24     Q. And what does it staff?	
25 <b>originally I was an independent contractor, but I changed</b>		25 <b>A. It staff the administrative staff, like billing,</b>	
	Page 22		Page 24
1 <b>my status to W-2.</b>		1 <b>collection, accounting.</b>	
2      Q. And when was that status changed?		2      Q. And how long has Allergy of Texas -- how long	
3 <b>A. I don't remember.</b>		3      have you been the manager of Allergy of Texas, LLC?	
4      Q. Was it within the last 12 months, ma'am?		4 <b>A. Since 2019, after 1960 Family Practice sold to</b>	
5 <b>A. I don't -- it will be on the record. I don't</b>		5 <b>United Memorial Group.</b>	
6 <b>remember when.</b>		6      Q. Okay. Was Allergy of Texas, LLC, in existence	
7      Q. Okay, ma'am. How long have you worked for		7      prior to you selling 1960 Family Practice's assets to	
8      Viventi Medical, LLC?		8      UMMC?	
9 <b>A. Since COVID hit in 2019 -- I'm sorry, 2020.</b>		9      MS. FALCON: Objection. Form.	
10     Q. Was it before or after you sold the assets of		10 <b>A. Yes.</b>	
11     1960 Family Practice to United Memorial Medical Center?		11     Q. (BY MS. ZIEK) Were you the manager of it when	
12 <b>A. After.</b>		12     you were also a shareholder in 1960 Family Practice, PA?	
13     Q. And how long have you been the medical director		13 <b>A. I don't remember.</b>	
14     for the emergency room?		14     Q. You don't remember whether you were managing it	
15 <b>A. One year or so, since -- ever since I was hired</b>		15     when you were working for 1960 Family Practice, PA?	
16 <b>with Viventi Med. It was -- I remember it was during</b>		16 <b>A. Yes. Allergy of Texas was created to hire</b>	
17 <b>COVID time, when they need someone to be the medical</b>		17 <b>allergists to do allergy testing for 1960 Family Practice.</b>	
18 <b>director.</b>		18     Q. And when did its purpose change?	
19     Q. And would that be, again, after you sold the		19 <b>A. 2019, after UMMC bought 1960 Family Practice.</b>	
20     assets to UMMC?		20     Q. So, in 2019, you, as the manager, changed the	
21 <b>A. Yes.</b>		21     purpose of Allergy of Texas, LLC, to become a staffing	
22     Q. Have you ever worked for your husband in any of		22     company versus hiring allergists to do allergy testing?	
23     his LLCs?		23 <b>A. Correct.</b>	
24 <b>A. No, I don't think so.</b>		24     Q. And how many people does Allergy of Texas, LLC,	
25     Q. So you've never done anything with his radiology		25     employ?	

	Page 25	Page 27
1 <b>A. When? During what period?</b>		1      Q. Is that pharmacy still ongoing?
2      Q. I'm sorry. From -- let's start out in 2018,		2 <b>A. It was sold to UMMC in 2021.</b>
3      before COVID.		3      Q. And who were the members of Express Specialty,
4 <b>A. I think it didn't have anyone. I'm sorry.</b>		4      LLC?
5 <b>Allergy of Texas created to hire allergists to do allergy</b>		5 <b>A. It was myself and my husband.</b>
6 <b>testing. For a short period of time in the mid 2000, they</b>		6      Q. Were you sending any of your patients to Express
7 <b>have done a little bit of allergy testing. And then they</b>		7      Specialty, LLC?
8 <b>stop. And then it was -- it has no employee.</b>		8 <b>A. I stopped practicing medicine, seeing patients</b>
9 <b>UMMC bought out 1960 Family Practice asset</b>		9 <b>since 2016, so, no, I would not. I don't have patients.</b>
10 <b>in 2019, September 2019. The billing and collections</b>		10     Q. Were you recommending that the doctors who worked
11 <b>staff, Stacy Williams and Melissa Igo, move from 1960</b>		11     for 1960 Family Practice send their patients to have
12 <b>Family Practice to Allergy of Texas and they create a</b>		12     their -- to have their prescriptions filled at Express
13 <b>payroll for administrative and billing staff since</b>		13     Specialty, LLC?
14 <b>September 19th -- since September 2019.</b>		14 <b>A. No, because they're sending to their pharmacy at</b>
15     Q. So Stacy Williams and Michelle Igo never went to		15 <b>Express Specialty that's owned by the Family Practice.</b>
16     work for UMMC, correct?		16 <b>The other pharmacy was not located inside the Suite 105</b>
17 <b>A. Melissa Igo.</b>		17 <b>where the Family Practice is.</b>
18     Q. I'm sorry. Melissa.		18     Q. Okay. Where was this pharmacy located?
19 <b>A. No, they did not.</b>		19 <b>A. It was located in a different location at Spring.</b>
20     Q. Did 1960 Family Practice ever own a pharmacy?		20     Q. Did you have any family member or relative
21 <b>A. Yes.</b>		21     working at the Express Specialty, LLC, pharmacy?
22     Q. And what was the name of the pharmacy?		22 <b>A. Yes.</b>
23 <b>A. Express Specialty Pharmacy.</b>		23     Q. Who was working there?
24     Q. Did that specific pharmacy supply all of the		24 <b>A. Briefly my daughter. She's a pharmacist.</b>
25     pharmaceutical needs of 1960 Family Practice?		25     Q. And when did she cease working there?
	Page 26	Page 28
1 <b>A. No. It's a retail pharmacy. It fills</b>		1 <b>A. I cannot remember. Sometime, I think, 20 -- I</b>
2 <b>prescription like Walgreens or CVS --</b>		2 <b>think she worked there 2019 after UMMC bought out the</b>
3      Q. Okay.		3 <b>Family Practice pharmacy.</b>
4 <b>A. -- for the patients of 1960 Family Practice.</b>		4      Q. Did your daughter originally work for the
5      Q. So that's where 1960 Family Practice would send		5      pharmacy Express Specialty Pharmacy that 1960 owned?
6      the patients to have their prescriptions filled?		6 <b>A. I don't remember. I don't know.</b>
7 <b>A. If the patient choose that.</b>		7      Q. You don't remember if your daughter worked for
8      Q. Okay. Is that pharmacy still in existence today?		8      the pharmacy you owned?
9 <b>A. No.</b>		9 <b>A. No, because all pharmacy are managed by the</b>
10     Q. When did that pharmacy cease to exist?		10 <b>pharmacist in charge.</b>
11 <b>A. November 2019 or December 2019. By the end of</b>		11     Q. All right. Who was the pharmacist in charge?
12 <b>2019, it was closed.</b>		12 <b>A. His name -- it was Marcia Smith. And then it</b>
13     Q. Okay. And why was the pharmacy closed?		13 <b>was -- she resigned and Freeman -- somebody named Freeman</b>
14 <b>A. Because the pharmacy was losing money.</b>		14 <b>something.</b>
15     Q. How long had the pharmacy been losing money,		15     Q. And who hired the managing pharmacist?
16     ma'am?		16 <b>A. They have a manager there. Her name is Julia</b>
17 <b>A. For a year -- a year or more.</b>		17 <b>Valdez.</b>
18     Q. Have you ever opened any other pharmacy?		18     Q. And so you would not have been the person who
19 <b>A. Yes.</b>		19     would have ever interviewed the pharmacist that worked
20     Q. When was that pharmacy opened?		20     either for Express Specialty Pharmacy and/or Express
21 <b>A. When? I don't remember. 20 -- in the mid 2000s.</b>		21     Specialty, LLC. Is that a correct statement?
22 <b>I cannot remember the exact date.</b>		22 <b>A. I don't get involved in the day-to-day operation.</b>
23     Q. So in the mid 2000s, what other pharmacy did you		23     Q. That wasn't the question, ma'am.
24     open?		24     MS. ZIEK: Objection. Nonresponsive.
25 <b>A. Express Specialty, LLC.</b>		25     Q. (BY MS. ZIEK) The question was did you ever

<p>1 interview the pharmacists for those positions?</p> <p><b>2 A. No.</b></p> <p>3 Q. Including your daughter?</p> <p><b>4 A. Marcia interview my daughter.</b></p> <p>5 Q. Where does your daughter currently work?</p> <p><b>6 A. She went -- after that -- she was there for --</b></p> <p><b>7 very briefly as a relief -- they call a relief pharmacist.</b></p> <p>8 Q. Yes, ma'am.</p> <p><b>9 A. And then she went to work at Kroger Pharmacy.</b></p> <p>10 Q. And I believe your earlier testimony is your</p> <p>11 daughter is not married. Is that correct?</p> <p><b>12 A. Correct.</b></p> <p>13 Q. Does she have a significant other she lives with?</p> <p>14 MS. FALCON: Objection. Form.</p> <p><b>15 A. I think that's...</b></p> <p>16 Q. (BY MS. ZIEK) Do you have any grandkids, ma'am?</p> <p><b>17 A. No, I don't.</b></p> <p>18 Q. Texas Radiology Associates, who owns that</p> <p>19 business, ma'am?</p> <p><b>20 A. My husband.</b></p> <p>21 Q. Was that business started while you were in --</p> <p>22 while you were married to him?</p> <p><b>23 A. I don't know.</b></p> <p>24 Q. I think you earlier testified that you and your</p> <p>25 husband got married out of medical school, correct?</p>	Page 29	Page 31
<p><b>1 A. Yes.</b></p> <p>2 Q. Was your husband a practicing physician, a</p> <p>3 practicing radiologist at the time you got married?</p> <p><b>4 A. He just finished his residency.</b></p> <p>5 Q. Have you been continuously married to your</p> <p>6 husband since you got married out of medical school?</p> <p><b>7 A. Yes, yes.</b></p> <p>8 Q. Who owns Providence Hospital of North Houston,</p> <p>9 LLC?</p> <p><b>10 A. It's a partnership. It's an LLLC who owns it.</b></p> <p>11 Q. I understand it's an LLC, ma'am. Do you have</p> <p>12 membership interests in that LLC?</p> <p><b>13 A. Yes.</b></p> <p>14 Q. And how much of Providence Hospital of North</p> <p>15 Houston do you own?</p> <p><b>16 A. I don't remember.</b></p> <p>17 Q. Is it more than 50 percent, ma'am?</p> <p><b>18 A. I don't think so.</b></p> <p>19 Q. Who are the other members?</p> <p><b>20 A. My husband.</b></p> <p>21 Q. So between you and your husband, you own a</p> <p>22 hundred percent of Providence Hospital of North Houston,</p> <p>23 LLC. Is that a correct statement?</p> <p><b>24 A. Yes.</b></p> <p>25 Q. And what does Providence Hospital of North</p>	Page 30	Page 32

	Page 33		Page 35
1       Q. (BY MS. ZIEK) I'm going so show you just --		1       I understand the terms and conditions of them, ma'am?	
2       we're going to already have these in the record, but I		2                  MS. FALCON: Objection. Form.	
3       want you to have these in front of you.		3 <b>A. I have lawyer who review the lease.</b>	
4                  MS. FALCON: You need these two?		4       Q. (BY MS. ZIEK) Okay. And based on whatever	
5                  MS. ZIEK: I'll just give her copies.		5       advice your lawyer gave you, did you understand your	
6       They're the same ones.		6       lawyer's advice?	
7       Q. (BY MS. ZIEK) Let me show you what has been		7 <b>A. I don't understand the question. What do you</b>	
8       marked as B1 and B2.		8       mean?	
9                  MS. FALCON: B2 and B3.		9       Q. Okay, ma'am. Before you entered into this, had	
10          MS. ZIEK: I'm sorry, B2 and B3.		10       you made yourself aware of everything you thought you	
11          Q. (BY MS. ZIEK) Have you seen these documents		11       needed to be aware of before you signed it?	
12       prior to coming here today?		12                  MS. FALCON: Objection. Form.	
13 <b>A. Yes.</b>		13 <b>A. I had the lease review by the lawyer, and I ask</b>	
14          Q. Okay. What are they, ma'am?		14 <b>him, is this okay? And he said, it looks fine.</b>	
15 <b>A. They are -- this is the lease for Building 2 on</b>		15       Q. (BY MS. ZIEK) Okay. So could you turn to	
16 <b>847 FM 1960.</b>		16       page 21, ma'am.	
17          Q. Okay. And B3?		17                  MS. FALCON: Of which exhibit?	
18 <b>A. B3? I don't have B3. Okay.</b>		18                  MS. ZIEK: I'm sorry, of either one, either	
19          Q. It's right there.		19       B2 or B3. They're still the same.	
20 <b>A. Okay.</b>		20                  MS. FALCON: Let's be clear.	
21          MS. FALCON: Do we need a stapler?		21       Q. (BY MS. ZIEK) Go ahead and turn to B2, page 21.	
22          MS. ZIEK: We couldn't staple them. They		22 <b>A. Okay.</b>	
23       weren't going through all the way, so unless you have a		23       Q. Did you understand when you entered into this	
24       really thick one. That's why we put paper clips on them.		24       agreement that if you were going to assign either B2 or	
25 <b>A. I don't see the difference.</b>		25       B3, either lease, that you needed the consent of the	
	Page 34		Page 36
1       Q. (BY MS. ZIEK) Did I hand you two of the same		1       landlord?	
2       kind? One would have handwriting that says "Building 2"		2                  MS. FALCON: Objection. Form.	
3       at the top.		3 <b>A. I'm not a lawyer, so I don't know what that</b>	
4 <b>A. Yes.</b>		4       means.	
5       Q. And the other one would be Building 3 with the B3		5       Q. (BY MS. ZIEK) Okay, ma'am. Let's just read the	
6       in the first paragraph.		6       first paragraph.	
7 <b>A. Yes. Yes.</b>		7 <b>A. Okay.</b>	
8       Q. Okay. Do your signatures appear on each of these		8       Q. A starts out with "Tenant" --	
9       documents, ma'am, on behalf of 1960 Family Practice, PA?		9                  Was 1960 Family Practice PA the tenant?	
10 <b>A. It is shown on the last page, right here.</b>		10 <b>A. Yes.</b>	
11       Q. Well, it looks like it's on page 34 of my copy --		11       Q. Okay.	
12 <b>A. Correct.</b>		12                  -- "may not assign, mortgage, or pledge this	
13       Q. -- on B2, correct?		13       lease, voluntarily or involuntarily, whether by operation	
14 <b>A. Correct.</b>		14       of law or otherwise, or sublet any of the leased premises	
15       Q. And it looks like it's also on page 34 on B3,		15       at any time, to any other person in each case without the	
16       correct?		16       prior written consent of landlord, which consent shall not	
17 <b>A. Hold on. Hold on. Correct.</b>		17       be unreasonably withheld, conditioned, or delayed provided	
18       Q. Okay, ma'am. And these lease agreements were		18       that..." and then it continues on, correct, ma'am?	
19       originally with Broadstone FMFP Texas B2, LLC, and		19 <b>A. Yes.</b>	
20       Broadstone FMFP Texas B3, LLC, correct?		20       Q. Did I read that correctly?	
21 <b>A. Correct.</b>		21 <b>A. Yes.</b>	
22       Q. And were these leases for buildings on 1960		22       Q. So you, 1960, understood that you could not	
23       that -- 1960 Family Practice was utilizing?		23       assign this lease, correct, without the consent of the	
24 <b>A. Yes.</b>		24       landlord?	
25       Q. Okay. When you signed these agreements, did you		25 <b>A. Did I assign the lease?</b>	

<p>1 Q. I'm asking did you understand that provision when 2 you signed this, ma'am?</p> <p>3 MS. FALCON: Objection. Form.</p> <p>4 <b>A. I understand that I may not assign, mortgage, or</b> <b>5 pledge, voluntarily or involuntarily, whether by operation</b> <b>6 of law or otherwise, is exactly what's written in here.</b></p> <p>7 Q. (BY MS. ZIEK) Okay. And that you could not 8 sublet any of the lease premises at any time without the 9 consent of the landlord, correct?</p> <p>10 <b>A. I don't think we ever sublease out to anyone</b> <b>11 without consent.</b></p> <p>12 Q. Okay. That's what I'm asking. You understood 13 that if you were going to sublease, you had to go get the 14 landlord's consent, correct?</p> <p>15 MS. FALCON: Objection. Form.</p> <p>16 Q. (BY MS. ZIEK) Did you or did you not understand, 17 ma'am, that you needed the landlord's consent to sublet 18 any portion of premises in either Building 2 or 3?</p> <p>19 MS. FALCON: Objection. Form.</p> <p>20 Q. (BY MS. ZIEK) You can still answer, ma'am.</p> <p>21 <b>A. Like I said, I do things with -- whenever I do</b> <b>22 something, I ask my lawyer.</b></p> <p>23 Q. Okay, ma'am.</p> <p>24 <b>A. And if my lawyer say yes, I say okay. I'm not a</b> <b>25 lawyer. I can't do things without having a lawyer say yes</b></p>	<p>Page 37</p> <p>1 <b>what -- you are trying to ask me to be a lawyer, and I'm</b> <b>telling you I'm not a lawyer. Every time I do something,</b> <b>I tell my lawyer and I just -- they do what they need to</b> <b>do.</b></p> <p>5 Q. Okay. So is it your testimony -- did you read 6 these agreements before you signed them?</p> <p>7 <b>A. My lawyer reads them.</b></p> <p>8 Q. Okay. Ma'am, that wasn't the question. The 9 question was, did you read them?</p> <p>10 <b>A. I glanced at them, but I don't understand -- even</b> <b>if you're reading it to me right now, right in front of my</b> <b>face, and you could repeat it a hundred times, I still</b> <b>don't understand. I just turn it to my lawyer and my</b> <b>lawyer tells me yea or nay and they take over.</b></p> <p>15 MS. ZIEK: Objection. Responsiveness.</p> <p>16 Do we have the lease guaranties?</p> <p>17 MS. FALCON: Yeah.</p> <p>18 MS. ZIEK: What numbers are they?</p> <p>19 MS. FALCON: 4 is the one dated June 23,</p> <p>20 2011.</p> <p>21 MS. ZIEK: It's B4?</p> <p>22 MS. FALCON: Uh-huh. It's -- no, it's just</p> <p>23 Exhibit 4.</p> <p>24 MS. ZIEK: Okay.</p> <p>25 MS. FALCON: And it's the one for</p>
<p>1 <b>or no.</b></p> <p>2 Q. Okay. So later on down that paragraph after 3 small little 3, iii, "Any assignment, mortgage, or pledge 4 of this lease or any subletting of any portion of the 5 lease premises without the landlord's prior written 6 consent shall be null and void."</p> <p>7 MS. ZIEK: Amy, I think he's trying to give 8 you something.</p> <p>9 Q. (BY MS. ZIEK) Do you see that, ma'am?</p> <p>10 <b>A. Yes, I do see that.</b></p> <p>11 Q. Okay. So did you understand in your capacity as 12 the president of 1960 that you could not sublet or assign 13 any portions of these leases without the landlord's 14 consent?</p> <p>15 <b>A. What I'm saying is that whenever there is that</b> <b>16 case, I turn to my lawyer and -- that's it. I don't --</b> <b>17 I'm not a lawyer. I'm not a -- I don't read leases. I</b> <b>18 listen to my lawyer.</b></p> <p>19 Q. Okay. So you didn't read --</p> <p>20 MS. FALCON: Before you move on, don't --</p> <p>21 make sure you don't talk about what your lawyer tells you</p> <p>22 because that is privileged.</p> <p>23 Q. (BY MS. ZIEK) Yeah, that is privileged. I don't</p> <p>24 want you to say that.</p> <p>25 <b>A. Yes. But that's what I'm trying to say. I --</b></p>	<p>Page 38</p> <p>1 Building 2.</p> <p>2 MS. ZIEK: Uh-huh.</p> <p>3 MS. FALCON: Exhibit 5 is the one for 4 Building 3. And Exhibit 6 is the one with --</p> <p>5 MS. ZIEK: Yeah, the modification.</p> <p>6 MS. FALCON: -- the modification, yeah.</p> <p>7 Q. (BY MS. ZIEK) Okay. Let me show you what has 8 been marked as Exhibits 4 and 5 that are already in 9 evidence. And I'll get them down there as well. And I'm 10 not -- please understand I'm not throwing documents at 11 you. I'm trying to get them across the table.</p> <p>12 Please let me know when you are ready so --</p> <p>13 I don't want to --</p> <p>14 MS. FALCON: Do you need any ice water or 15 anything?</p> <p>16 <b>THE WITNESS: I'm good. Can I get another</b> <b>bottle of water?</b></p> <p>18 <b>A. Yes, ma'am, I'm ready.</b></p> <p>19 Q. (BY MS. ZIEK) Okay. Have you seen Exhibits 4</p> <p>20 and 5 before coming here today?</p> <p>21 <b>A. If I have, been so long ago, I don't remember.</b></p> <p>22 Q. Okay. Dr. Le, what did you do to prepare for 23 your deposition today?</p> <p>24 <b>A. I talked to my lawyer.</b></p> <p>25 Q. Okay. And other than talking to your lawyer, did</p>

<p>1 you review any documents prior to coming here today?</p> <p><b>2 A. No.</b></p> <p>3 Q. I need to ask another question. Are you on any 4 type of medication that would keep you from answering 5 truthfully today?</p> <p><b>6 A. No. I'm on doxycycline antibiotics.</b></p> <p>7 Q. With regard to Exhibit Number 4, ma'am, what is 8 your understanding of what this document is?</p> <p><b>9 A. It's a lease guaranty.</b></p> <p>10 Q. Okay. Is your signature on it on page 5?</p> <p><b>11 A. Yes.</b></p> <p>12 Q. Okay. And is also your signature on page 5 of 13 Exhibit 5?</p> <p><b>14 A. Yes.</b></p> <p>15 Q. In layman's terms, not lawyer terms, what was 16 your understanding of these two documents?</p> <p><b>17 A. That we guarantee a lease.</b></p> <p>18 Q. Okay. And when you say you guaranteed a lease, 19 are we talking about Exhibit B2 and B3?</p> <p><b>20 A. These -- the lease guaranty, yes.</b></p> <p>21 Q. Okay. But what did these guaranties actually 22 guarantee? Were they the leases that are marked as B2 and 23 B3?</p> <p><b>24 A. Yes.</b></p> <p>25 Q. And who were the original guarantors on Exhibit 4</p>	<p>Page 41</p> <p><b>1 A. No.</b></p> <p>2 Q. Okay, ma'am. Going -- continuing down, paragraph 3 number 9, it states that the "Guarantor's liability shall 4 be primary and joint and several with that of the tenant 5 and any other Guarantors on this lease."</p> <p>6 Do you see that, ma'am?</p> <p><b>7 A. Yes.</b></p> <p>8 Q. Do you understand what "joint and several 9 liability" means?</p> <p>10 MS. FALCON: Objection. Form.</p> <p><b>11 A. No.</b></p> <p>12 Q. (BY MS. ZIEK) Did you discuss that provision 13 with your lawyer?</p> <p>14 MS. FALCON: Objection.</p> <p>15 Don't answer that question. That's a 16 privilege question.</p> <p>17 Q. (BY MS. ZIEK) I didn't ask what the lawyer said. 18 I asked did you discuss that with your lawyer?</p> <p>19 MS. FALCON: You may answer that question 20 only.</p> <p><b>21 A. No.</b></p> <p>22 Q. (BY MS. ZIEK) Okay. Then it continues on that 23 "Landlord may proceed against a guarantor under this 24 guaranty without exhausting or initiating any remedy 25 against any other guaranties of the lease."</p>	Page 43
<p>1 and 5?</p> <p><b>2 A. On page 5, Huong Le, Quoc Le, and Alex Nguyen.</b></p> <p>3 Q. Okay, ma'am. And what was your understanding of 4 everybody's liability with regard to this lease guaranty?</p> <p>5 MS. FALCON: Objection. Form.</p> <p><b>6 A. I don't understand, I truly don't.</b></p> <p>7 Q. (BY MS. ZIEK) Did you read this agreement before 8 you signed it, ma'am?</p> <p><b>9 A. My lawyer read it, yes.</b></p> <p>10 MS. ZIEK: Objection. Responsiveness.</p> <p>11 Q. (BY MS. ZIEK) Did you read this agreement, 12 ma'am, before you signed it?</p> <p><b>13 A. I don't remember.</b></p> <p>14 Q. Okay, ma'am. Under paragraph 3, it says that the 15 "Guarantors waive presentment, demand, protest, notice of 16 default, nonpayment and protest of all demands, notices, 17 and surety defenses generally."</p> <p>18 Do you see that, ma'am?</p> <p><b>19 A. Yes.</b></p> <p>20 Q. Did you discuss that provision with your lawyer? 21 Not what he said. I'm asking did you discuss that 22 provision with your lawyer?</p> <p><b>23 A. No.</b></p> <p>24 Q. Do you understand that provision as you sit here 25 today?</p>	<p>Page 42</p> <p><b>1 A. No.</b></p> <p>2 Do you see that, ma'am?</p> <p><b>3 A. Yes.</b></p> <p>3 Q. Do you understand what that means?</p> <p><b>4 A. No.</b></p> <p>5 Q. And it continues on that it "may proceed against 6 the Tenant, Guarantor, or any other Guarantors under this 7 lease agreement separately or concurrently."</p> <p>8 Do you understand that, ma'am?</p> <p><b>9 A. No. To me, it's like Chinese. I don't 10 understand. I'm not a lawyer. I didn't go to school to 11 be a lawyer.</b></p> <p>12 Q. I'm not asking what you understand as a lawyer. 13 I'm not asking you. I'm asking you as a layperson what 14 you understood your obligations under this guaranty would 15 be when you signed it?</p> <p><b>16 A. No. Like I said, if my lawyer said to sign it, I 17 sign it.</b></p> <p>18 Q. Okay. And I'm asking a different question, 19 ma'am. Did you understand what your obligations were 20 under this guaranty before you signed it?</p> <p><b>21 A. No.</b></p> <p>22 Q. You didn't understand that the landlord could go 23 against you only, as a guarantor, on all of these causes 24 of action?</p> <p>25 MS. FALCON: Objection. Form.</p>	Page 44

<p>1      <b>A. No.</b></p> <p>2      Q. (BY MS. ZIEK) You didn't understand that even if 3      the Court -- even if we added all the guarantors in a 4      lawsuit, that we didn't have to proceed against any of 5      them; we could proceed against one or none of them?</p> <p>6            MS. FALCON: Objection. Form.</p> <p>7      <b>A. No.</b></p> <p>8      Q. (BY MS. ZIEK) Okay. Number 10 says that the 9      "Landlord shall not be required to pursue any remedies it 10     may have against the Tenant or pursue security or any 11     other parties as a condition to the enforcement of this 12     guaranty."</p> <p>13     Did you understand that when you signed it?</p> <p>14      <b>A. I didn't even understand it today. I don't know 15     what you're saying.</b></p> <p>16     Q. Ma'am, what do you understand your liability to 17     be in this lawsuit?</p> <p>18            MS. FALCON: Objection. Form.</p> <p>19      <b>A. I--</b></p> <p>20     MS. FALCON: And don't answer anything that 21     you've discussed with us. That would be privileged.</p> <p>22      <b>A. I thought my liability ends in June -- what is 23     it, June 2011, which I told Jerry that I would not renew 24     the lease with the company.</b></p> <p>25     Q. (BY MS. ZIEK) Okay. So you think your liability</p>	<p>Page 45</p> <p>1      leases, ma'am?</p> <p>2      <b>A. Loans at the bank.</b></p> <p>3      Q. Okay. With loans at the bank, what happens if 4      the maker defaults on their loan?</p> <p>5      <b>A. I don't know. Like I said, the lawyer reads it 6      and they tell me. That's what I have lawyers for.</b></p> <p>7      Q. Okay, ma'am. But your lawyers aren't the people 8      that are going to be sued if something goes wrong on these 9      agreements, correct?</p> <p>10     <b>A. But they were hired to work for me.</b></p> <p>11     Q. I understand they were hired to work for you.</p> <p>12     <b>A. Correct.</b></p> <p>13     Q. I asked you a question. The lawyers aren't the 14     ones who are going to be sued on these agreements, are 15     they, ma'am?</p> <p>16     <b>A. I don't know.</b></p> <p>17     Q. So is it your testimony before the judge and a 18     jury that you don't have any clue what a guaranty 19     agreement is?</p> <p>20     <b>A. No. I have an idea. I just don't know the term. 21     And I don't sign until a lawyer reads it. And if he say, 22     yes, it looks fine, then I sign.</b></p> <p>23     Q. Okay. What's your idea of what a guaranty 24     agreement is, ma'am?</p> <p>25     <b>A. That we are guaranteee to be in a space for a</b></p>	<p>Page 47</p>
<p>1      ends at a time certain, correct?</p> <p>2      <b>A. Correct, because I asked my staff --</b></p> <p>3      Q. Okay. Again, I want your understanding, not what 4      you've asked somebody.</p> <p>5      Okay. Your liability ends at a date 6      certain. You understood that. Did you understand that if 7      the tenant had monies or obligations owed at the time that 8      that date certain ended, that you would be liable for 9      them?</p> <p>10     MS. FALCON: Objection. Form.</p> <p>11      <b>A. No, I did not know that. I did not understand 12     that either.</b></p> <p>13     Q. (BY MS. ZIEK) How many guaranty agreements have 14     you signed in your life, ma'am?</p> <p>15      <b>A. I don't remember.</b></p> <p>16     Q. Is it more than five?</p> <p>17      <b>A. Yes.</b></p> <p>18     Q. More than ten, ma'am?</p> <p>19      <b>A. I don't think so. I don't remember.</b></p> <p>20     Q. And what do you believe a guaranty agreement 21     does?</p> <p>22      <b>A. It may sound lame, I don't know. Like I said, I 23     have lawyers that manage this. Every time there's a 24     lease, they review it.</b></p> <p>25     Q. Have you only signed guarantees in regard to</p>	<p>Page 46</p> <p>1      lease.</p> <p>2      Q. Are you guarantying the financial obligations of 3      the lease, ma'am? Did you understand that?</p> <p>4      <b>A. Yes.</b></p> <p>5      Q. And that if a tenant defaulted, that the landlord 6      could look to the guarantors to get payment, did you 7      understand that also?</p> <p>8      <b>A. Yes.</b></p> <p>9      Q. Did you understand that the landlord could go 10     against you, Dr. Quoc Le, and Alex Nguyen, all together, 11     or it could select one of you just to pursue? Were you 12     aware of that, ma'am?</p> <p>13     <b>A. No.</b></p> <p>14     Q. Did you discuss -- strike that.</p> <p>15     And it's also your testimony that you didn't 16     understand that it was joint and several liability, 17     meaning we could recover all of our damages from you if we 18     were the landlord versus recover them from Dr. Nguyen or 19     Dr. Quoc Le at the time?</p> <p>20     <b>A. I didn't know that.</b></p> <p>21     Q. What did 1960, what -- what did they occupy 22     Building 2 for?</p> <p>23     <b>A. I don't remember, honestly. I don't.</b></p> <p>24     Q. So as we sit here today, when you vacated in 2019 25     and sold the assets to UMMC September of 2019, you can't</p>	<p>Page 48</p>

	Page 49		Page 51
1      remember what you were utilizing Building 2 for?		1 <b>A. Oh, "estoppel." Okay.</b>	
2      MS. FALCON: Objection. Form.		2      Q. Okay. Ma'am, does your signature appear on	
3      Q. (BY MS. ZIEK) Is that your statement, ma'am?		3      these?	
4      MS. FALCON: Objection. Form.		4 <b>A. On page 5.</b>	
5 <b>A. Yes, because I -- it has so many uses, I don't</b>		5      Q. Go to the third page, ma'am. And the first three	
6 <b>remember. At one point it was our conference room.</b>		6      pages aren't -- don't appear to be -- don't appear to have	
7 <b>Another point, the IT people stay. Another point, the</b>		7      numbers on them, but go to page 3.	
8 <b>building people move in. I just -- it revolves, like</b>		8 <b>A. Yes.</b>	
9 <b>going through a revolving door. I don't remember.</b>		9      Q. Did you sign as the president of 1960 Family	
10     Q. (BY MS. ZIEK) Okay. Do you recall what		10     Practice and also as a guarantor on this?	
11     Building 3 was being occupied for?		11 <b>A. Yes.</b>	
12 <b>A. Initially it was for an OB-GYN practice, a pain</b>		12     Q. And who -- whose signatures as guarantors also	
13 <b>management practice, then become a research. I think even</b>		13     follows yours on that?	
14 <b>some allergies practice. It just, like I say, revolving</b>		14 <b>A. Alex Nguyen.</b>	
15 <b>door. I just don't remember what it was used for, but I</b>		15     Q. And who else, ma'am?	
16 <b>know it was for medical offices.</b>		16 <b>A. Ann -- Thu A. Hoang.</b>	
17     Q. (BY MS. ZIEK) Okay. And did 1960 continue to		17     Q. Is that Annie Hoang, who we've been talking	
18     occupy Building 2 and 3 through September of 2019?		18     about?	
19 <b>A. Correct.</b>		19 <b>A. Yes.</b>	
20     Q. Was 1960 Family Practice's medical facility		20     Q. Okay, ma'am. And what is the date of both	
21     located at that -- those buildings -- located in those		21     Exhibit 23 and -- 22 and 23 -- I'm sorry 23 and 24?	
22     buildings? I'm sorry.		22     MS. FALCON: 22 and 23.	
23 <b>A. In Building 1, yes.</b>		23     Q. (BY MS. ZIEK) 22 and 23?	
24     Q. Do you recall when Building 2 and 3 were		24 <b>A. It says March 27, 2018.</b>	
25     transferred to my client KME Holdings, LLC?		25     Q. Okay, ma'am. Do you recall signing this, signing	
	Page 50		
1 <b>A. I remember I met with Jerry -- he identified as</b>			Page 52
2 <b>the landlord -- sometime -- I can't remember exact date</b>		1      both of these documents?	
3 <b>when, but he came by and introduced himself as the new</b>		2 <b>A. It's my signature. I don't remember. This is so</b>	
4 <b>landlord.</b>		3 <b>long ago.</b>	
5      MS. ZIEK: 21 was the beginning one?		4      Q. It was approximately four years ago, correct,	
6      MS. FALCON: Yes.		5      ma'am?	
7      (Exhibits 22 & 23 marked.)		6 <b>A. Yes.</b>	
8      Q. (BY MS. ZIEK) Let me show you what's been marked		7      Q. Okay, ma'am. On paragraph 2 it basically says,	
9      as Exhibit 21 and 22. And these are huge, so -- again,		8      "The Guaranty executed by Guarantors is in full force and	
10     not throwing them.		9      effect and constitutes the valid binding and forceable	
11     REPORTER: Don't you already have a 21?		10     obligations of Guarantors."	
12     MS. FALCON: Oh, you do. You sure do.		11     Do you see that, ma'am?	
13     MS. ZIEK: Okay. So let's do 22 and 23.		12 <b>A. Yes.</b>	
14     MS. FALCON: So 23 is --		13     Q. Continues to say, "There are no amendments,	
15     MS. ZIEK: Okay. Hold on one second. Here		14     assignments or modifications of any kind to the guaranty."	
16     we go.		15     Is that correct?	
17     Can you read me which exhibits are which?		16 <b>A. Correct, it says that here.</b>	
18     I'm sorry.		17     Q. "There are no promises, agreements,	
19     MS. FALCON: So 22 is Building 3, I believe.		18     understandings or commitments between Landlord and	
20     MS. ZIEK: And 23 would be Building 2?		19     Guarantors which are not set forth in the Guaranty."	
21     MS. FALCON: Yes.		20     Do you see that as well?	
22     Q. (BY MS. ZIEK) Can you identify Exhibits 22 and		21 <b>A. Yes.</b>	
23     23, ma'am?		22     Q. Okay, ma'am.	
24 <b>A. Tenant and Guarantor Estoppe Certificate.</b>		23     MS. ZIEK: And I am sure -- I know this is	
25     Q. "Estoppe" certificate?		24     the lease addendum. What number is it?	
		25     MS. FALCON: I don't think we have that.	

<p style="text-align: right;">Page 53</p> <p>1 MS. ZIEK: Oh, wow. Okay. 24, is that what 2 it would be?</p> <p>3 MS. FALCON: Is it the guaranty addendum?</p> <p>4 MR. MATTHEWS: Yes.</p> <p>5 MS. ZIEK: Yes.</p> <p>6 MS. FALCON: Oh, no, no, we do have that.</p> <p>7 MS. ZIEK: That's what I thought.</p> <p>8 MS. FALCON: Sorry. That's Number 6.</p> <p>9 Q. (BY MS. ZIEK) Let me show you, Dr. Le, what's 10 been marked as Exhibit Number 6. And, again, I'm not 11 throwing this at you. I'm just trying to toss it across 12 to get it to you.</p> <p>13 <b>A. That's fine.</b></p> <p>14 Q. Have you ever seen this document, ma'am?</p> <p>15 <b>A. I don't remember.</b></p> <p>16 Q. Okay, ma'am. Do you know what it is?</p> <p>17 <b>A. No. What is this?</b></p> <p>18 Q. Do you recall an occasion where 1960 Family 19 Practice requested that Dr. Quoc Le get off as the 20 guarantor and that Annie Hoang come on?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. Do you know if this -- this is the agreement that 23 reflects that, ma'am?</p> <p>24 MS. FALCON: Objection. Form.</p> <p>25 <b>A. I don't know.</b></p>	<p style="text-align: right;">Page 55</p> <p>1 <b>things I don't know.</b></p> <p>2 Q. So is it fair to say you don't know why you 3 signed that either?</p> <p>4 <b>A. I don't. Basically it's this. Whenever there is 5 a thing, I turn to my lawyer, have them review it. This 6 looks -- they say sign and I sign.</b></p> <p>7 Q. Would you ever discuss the conditions with your 8 lawyer of what's in these documents?</p> <p>9 <b>A. Like what?</b></p> <p>10 MS. FALCON: Objection.</p> <p>11 Q. (BY MS. ZIEK) For instance, if there was --</p> <p>12 MS. FALCON: Don't -- don't answer questions 13 that she asks you to say what your lawyer and you 14 discussed. That's privileged.</p> <p>15 Q. (BY MS. ZIEK) Correct. I'm asking more along 16 the lines of would you have told your lawyer if there had 17 been a default in the lease?</p> <p>18 MS. FALCON: Don't answer that question. 19 That's privileged.</p> <p>20 Q. (BY MS. ZIEK) Okay, ma'am. How would your 21 lawyer know one way or the other whether the statements 22 herein were true and correct?</p> <p>23 MS. FALCON: That's privileged. Don't 24 answer the question.</p> <p>25 <b>A. I listen to my lawyer, see. I only listen to my</b></p>
<p style="text-align: right;">Page 54</p> <p>1 Q. (BY MS. ZIEK) Do you know Dr. Hoang's signature, 2 ma'am?</p> <p>3 <b>A. I don't know.</b></p> <p>4 Q. How long did you work with Dr. Hoang?</p> <p>5 <b>A. More than 15 years.</b></p> <p>6 Q. In 15 years of practice, you don't know whether 7 that's her signature or not?</p> <p>8 <b>A. No, we -- no.</b></p> <p>9 Q. Okay. Do you understand why you would have 10 signed a Tenant and Guarantor Estoppel Certificate that 11 said there had been no amendments, assignments, or 12 modifications of any kind to the guaranty?</p> <p>13 <b>A. I don't know. What is estoppel?</b></p> <p>14 Q. Estoppel is basically at that point in time -- 15 that's the status of it at that point in time.</p> <p>16 So, basically, do you know why you were 17 signing this Tenant and Guarantor Estoppel Certificate?</p> <p>18 <b>A. No. Why -- why, I don't know.</b></p> <p>19 Q. Do you also understand that you were warranting 20 that -- well, that you were representing that there was no 21 uncured default, event of default, or breach by the 22 landlord or tenant existing under the lease, under 23 paragraph 7, of either Exhibit 22 or 23?</p> <p>24 <b>A. Like I said, this is like Chinese to me. I don't 25 know. I'm not a lawyer. You're asking me to interpret</b></p>	<p style="text-align: right;">Page 56</p> <p>1 <b>lawyer. That's it.</b></p> <p>2 Q. (BY MS. ZIEK) Okay, ma'am. But your lawyer is 3 not responsible for the statements that are made herein 4 and the representations you have made to the landlord and 5 any prospective purchaser, are they?</p> <p>6 <b>A. I don't understand your question.</b></p> <p>7 Q. Okay, ma'am. Do you understand what an estoppel 8 certificate is?</p> <p>9 <b>A. Like I told you, I even -- I thought it was 10 estoppel. I don't know. I don't know what an estoppel 11 is.</b></p> <p>12 Q. Okay, ma'am. It basically describes that the 13 tenant and the guarantor gives this tenant and guarantor 14 estoppel letter to the landlord and KME Holdings as a 15 buyer.</p> <p>16 You understood KME Holdings, LLC, bought 17 Buildings 2 and 3, correct?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. Okay. And as a condition of them buying this, 20 that they requested that certain covenants and 21 representations be made by you as the guarantor and you 22 also as the tenant for 1960 Family Practice. Were you 23 aware of that, ma'am?</p> <p>24 <b>A. No.</b></p> <p>25 Q. Do you know if this tenant and estoppel</p>

<p>1 certificate were signed by you, Alex Nguyen, and Annie 2 Hoang at the same time?</p> <p><b>3 A. I don't know -- I don't remember. I don't know.</b></p> <p>4 Q. Was there any discussion between you, Dr. Nguyen, 5 and Annie Hoang about signing this Tenant and Guarantor 6 Estoppel Certificate?</p> <p><b>7 A. I don't remember. I don't remember.</b></p> <p>8 Q. Would there have been any meetings or any notes 9 from a meeting that might have been held, had one been 10 held, of you discussing the Tenant and Guarantor Estoppel 11 Certificate?</p> <p><b>12 A. I don't remember. And I don't remember any 13 minutes or meeting about this.</b></p> <p>14 Q. Okay. Did you have any meetings or minutes 15 within 1960 Family Practice which would have discussed the 16 addendum, which is Exhibit 6 --</p> <p>17 MS. ZIEK: Is that what it was?</p> <p>18 Q. (BY MS. ZIEK) -- Exhibit 6 to the original lease 19 guaranties when Annie Hoang went on as the guarantor and 20 Quoc Le was taken off?</p> <p><b>21 A. I don't remember, and I don't have any minutes 22 regarding about the lease.</b></p> <p>23 Q. Even when the lease was entered into?</p> <p><b>24 A. Correct.</b></p> <p>25 Q. Did you keep -- did 1960 Family Practice, LLC --</p>	<p>Page 57</p> <p>1 the note?</p> <p><b>2 A. I don't remember.</b></p> <p>3 Q. Have you ever had an occasion from the time you 4 got out of medical school until now that a guaranty 5 agreement was ever -- that a bank or a financial 6 institution ever sought to enforce a guaranty agreement 7 against you, ma'am?</p> <p>8 MS. FALCON: Objection. Form.</p> <p><b>9 A. I don't remember.</b></p> <p>10 Q. (BY MS. ZIEK) Do you have any other guaranty 11 agreements on any other leased space of which 1960 Family 12 Practice was leasing buildings?</p> <p><b>13 A. Yes.</b></p> <p>14 Q. And who are those guaranty agreements with?</p> <p><b>15 A. The 290 building. I don't know who the landlord 16 is.</b></p> <p>17 Q. And any others?</p> <p><b>18 A. The first building with Broadstone.</b></p> <p>19 Q. Is Broadstone seeking to enforce its guaranty 20 agreement against you on Building 1?</p> <p><b>21 A. No.</b></p> <p>22 Q. Was the lease still in effect on Building 1 at 23 the time 1960 Family Practice filed bankruptcy?</p> <p><b>24 A. Yes.</b></p> <p>25 Q. And who was occupying Building 1 at the time 1960</p>
<p>Page 58</p> <p>1 I'm sorry, PA, keep minutes of meetings that they had with 2 all the shareholders?</p> <p><b>3 A. I don't keep the minutes. If the staff, like 4 Stacy Williams, were present, then she would put notes. 5 But myself, no.</b></p> <p>6 Q. So is it your testimony that Stacy Williams would 7 act as the secretary when you-all had meetings?</p> <p><b>8 A. Yes.</b></p> <p>9 Q. And to the extent Stacy Williams would be 10 present, she would take the notes and file the notes of 11 the minutes of the meetings between you, Dr. Nguyen, and 12 Dr. Quoc Le at one point and Dr. Annie Hoang at another?</p> <p>13 MS. FALCON: Objection. Form.</p> <p><b>14 A. I -- she was not required to take minutes. But 15 if she does, then she does.</b></p> <p>16 Q. (BY MS. ZIEK) And where would those minutes have 17 been kept, ma'am?</p> <p><b>18 A. I guess -- I don't know where she kept them.</b></p> <p>19 Q. Have you ever defaulted on a note at the bank, 20 ma'am, or a company you owned defaulted on a note at the 21 bank?</p> <p><b>22 A. I don't know what you mean by "default on a note 23 on a bank."</b></p> <p>24 Q. Okay. Did you ever have a company that you 25 guaranteed the debt for that didn't make the payments on</p>	<p>Page 60</p> <p>1 Family Practice filed bankruptcy?</p> <p><b>2 A. It was 1960 Physician Associates managed by UMMC.</b></p> <p>3 Q. Is that building also on leases that are similar 4 in nature to Exhibits B2 and B3?</p> <p><b>5 A. Before 2019, yes, I believe so. After 2019, I 6 don't know.</b></p> <p>7 Q. Did -- did the lease on Building 1 expire before 8 June 23rd of 2023?</p> <p><b>9 A. Yes.</b></p> <p>10 Q. Were you on a month-to-month -- was 1960 Family 11 Practice, PA, on a month-to-month in Building 1 at the 12 time it filed bankruptcy?</p> <p><b>13 A. No.</b></p> <p>14 Q. Do you recall how much was left on the lease on 15 Building 1 when 1960 Family Practice filed bankruptcy?</p> <p><b>16 A. It was up to 2011 -- I mean 2021.</b></p> <p>17 Q. So it expired in 2021?</p> <p><b>18 A. Correct.</b></p> <p>19 MS. ZIEK: We on 25 or 26?</p> <p>20 MS. FALCON: No. I think we're on 24. (Exhibit 24 marked.)</p> <p>22 MS. FALCON: Is there two there or just one?</p> <p>23 MS. ZIEK: It's just one.</p> <p>24 Q. (BY MS. ZIEK) What is Exhibit 24, ma'am?</p> <p><b>25 A. It's an Asset Purchase Agreement.</b></p>

	Page 61		Page 63
1	Q. And who is it between?	1	Do you see that, ma'am?
2	<b>A. 1960 Family Practice, PA, and Doctors Hospital, which is UMMC.</b>	2	<b>A. Yes.</b>
3		3	Q. Did that include the two buildings of my client?
4	Q. Okay, ma'am. What is the date of this agreement?	4	<b>A. I don't know. And, by the way, they never did sign. So I don't know --</b>
5	I think it's in the very first paragraph, ma'am.	5	Q. Okay. Did you ever ask permission from my clients to have a sublease entered into with UMMC?
6	<b>A. Where is it?</b>	6	<b>A. Like I said, that's the reason why -- it was never signed at the time of purchase, the sublease or the assignment.</b>
7	Q. The very first paragraph, ma'am.	7	Q. That wasn't the question, ma'am.
8	<b>A. Oh. September 1, 2019, yes.</b>	8	MS. ZIEK: Objection. Nonresponsive.
9	Q. Okay. And did an attorney prepare this agreement for you?	9	Q. (BY MS. ZIEK) The question was when -- let's just start -- when did you decide you were going to sell the assets of 1960 Family Practice?
10		10	MS. FALCON: Form.
11	<b>A. No.</b>	11	<b>A. It was about July or June, somewhere between May, June, July, April, something like that, in 2019.</b>
12	Q. Who prepared this agreement?	12	Q. (BY MS. ZIEK) Did you know that you would be vacating Buildings 2 and 3 that are representative by Lease B2 and B3 in June, July?
13	<b>A. Stacy Williams.</b>	13	<b>A. Of 2019?</b>
14	Q. Why would you have Ms. Williams prepare this agreement in lieu of a lawyer?	14	Q. Yes, ma'am.
15		15	<b>A. Like I said, I told Jerry that when my lease expire in June 2021 that I was not going to renew the lease.</b>
16	<b>A. We didn't have the money to pay for the lawyer.</b>	16	
17	Q. Okay. What does this agreement purport to do, ma'am?	17	
18		18	
19	<b>A. That they would buy the asset of 1960 Family Practice.</b>	19	
20		20	
21	Q. And when you say "they," who do you mean?	21	
22	<b>A. UMMC.</b>	22	
23	Q. Okay. And what was the purchase price that they were buying the assets of?	23	
24		24	
25	<b>A. \$500,000.</b>	25	
	Page 62		Page 64
1	Q. And did this also include locations where 1960 was practicing medicine?	1	<b>A. Your question is -- during that time, 2019, we were still occupying the building.</b>
2		2	Q. That wasn't the question, ma'am.
3	<b>A. I don't know. I think it does, but I don't remember. Oh, can I go back to the statement, who prepared it?</b>	3	
4		4	
5		5	Q. I understand that, ma'am, but you were also looking to sell your assets. Is that correct?
6	Q. Yes.	6	
7	<b>A. It was prepared by Stacy Williams and David Ellent. Originally David Ellent with Genesis was going to buy the 1960 asset purchase and then -- it was signed and -- it was going back and forth between Stacy and David, David Ellent.</b>	7	<b>A. Correct.</b>
8		8	Q. Okay. And part of what you were selling, it appears, would have been the locations that those assets were -- were occupying, the space those assets were occupying, for lack of a better word?
9		9	
10		10	
11		11	
12	Q. Okay.	12	<b>A. Correct, correct.</b>
13	<b>A. And so a lot of work was done by David Ellent, too. So I don't know if he has the lawyer to prepare it or just mainly -- for us, we only have Stacy Williams, but I don't know if David Ellent and Genesis have their own lawyer to prepare this or not. So I don't know if this is prepared by the lawyer or not.</b>	13	Q. Okay. And part of your assets or part of 1960's assets were occupied in Buildings 2 and 3, correct?
14		14	
15		15	<b>A. Correct.</b>
16		16	Q. Okay. So in May, June, or July, when you are discussing this Asset Purchase Agreement, did you tell the landlords that you would be subleasing or assigning these leases?
17		17	
18		18	
19		19	
20	Q. Okay. Can we turn to page 3? And it says "Purchase of Assets" -- do you see that, ma'am -- and "Assumption of Liabilities, Article II" on page 3?	20	<b>A. Because nothing was signed. We -- it wasn't -- nothing was signed.</b>
21		21	
22	<b>A. Yes.</b>	22	Q. Okay, ma'am.
23	Q. Okay. It basically says that "Purchaser shall sign a lease or sublease agreement for each of the practice locations."	23	<b>A. We were looking for buyers. I got it. I got it.</b>
24		24	Q. Okay. So now after you get a buyer -- you obviously knew sometime before September 1 of 2019 you
25		25	

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1    were selling, correct? You had a buyer?		1    MS. FALCON: There was a pause. Sorry.	
2 <b>A. The assets.</b>		2    Q. (BY MS. ZIEK) Okay.	
3    Q. Yes. And that a sublease or an assignment would		3    -- from 2011 to June of 2021?	
4    be necessary, correct?		4    MS. FALCON: Objection. Form.	
5 <b>A. No.</b>		5    Q. (BY MS. ZIEK) Is it your testimony, ma'am, that	
6    Q. You didn't know a sublease or an assignment would		6    1960 Family Practice, PA, owned by you at all points in	
7    be necessary?		7    time has occupied the space in Buildings 2 and 3 from the	
8 <b>A. No, we never sign it because the lease still</b>		8    beginning of the lease, which is June 23, 2011, until	
9 <b>belong to 1960 Family Practice. The 1960 Family Practice</b>		9    June 22nd of 2021?	
10 <b>own by me, so I would still be on the lease until 20</b>		10    MS. FALCON: Objection. Form.	
11 <b>whatever.</b>		11 <b>A. Yes.</b>	
12    Q. 2021.		12    Q. (BY MS. ZIEK) And that it remained obligated for	
13 <b>A. Correct.</b>		13    all amounts due and owing under the lease agreements which	
14    Q. Okay. But you've told me earlier that 1960		14    are B2 and B3?	
15    Family Practice wasn't just owned by you; it was owned by		15    MS. FALCON: Objection. Form.	
16    Annie Hoang --		16 <b>A. 1960 Family Practice, yes.</b>	
17 <b>A. And Alex Nguyen.</b>		17    Q. (BY MS. ZIEK) Okay. And that you as a	
18    Q. -- and Alex Nguyen?		18    guarantor, if 1960 Family Practice failed to make any	
19 <b>A. I had the majority share vote, yes.</b>		19    payments on any of the obligations under lease -- the	
20    Q. Okay. Did you tell them that you were selling		20    lease agreements, which are marked B2 and B3, that the	
21    the assets -- sorry -- that you were selling the assets of		21    guarantors would be responsible for those amounts?	
22    1960 Family Practice in September of 2019?		22    MS. FALCON: Objection. Form.	
23 <b>A. I don't have to because I'm the majority</b>		23    MS. ZIEK: What's your objection?	
24 <b>shareholder, manager, partner and I can make decision</b>		24    MS. FALCON: Your questions are so long,	
25 <b>and -- based on super majority vote, which is 75 percent.</b>		25    they're very difficult to follow. I'm not certain she's	
	Page 66		Page 68
1    Q. You could substantially sell all of the assets?		1    actually understanding what you are asking.	
2 <b>A. Correct.</b>		2    MS. POYSER: Same objection.	
3    Q. Okay. So now we've suddenly come to realize that		3    Q. (BY MS. ZIEK) So did you understand my question?	
4    you have at least 75 percent, correct?		4 <b>A. Can you repeat it one more time for me?</b>	
5 <b>A. Yes.</b>		5    Q. Yes, because I'm just trying to get in all the	
6    Q. Of 1960 Family Practice?		6    facts that are necessary for the question.	
7 <b>A. More than that.</b>		7 <b>A. Okay.</b>	
8    Q. More than that, okay.		8    Q. Is it your testimony, then, that if there was a	
9 <b>A. Right.</b>		9    default within B2 or B3 by 1960, you, as an individual	
10    Q. So Alex Nguyen and Annie Hoang had very little		10    guarantor, would be obligated to make those payments?	
11    interest in 1960 Family Practice, correct?		11 <b>A. No, because what my understanding was that UMMC</b>	
12 <b>A. Yes.</b>		12 <b>was continued to make payment on 1960 Family Practice, and</b>	
13    Q. Okay. So the question again, ma'am, is, when you		13 <b>they told me they would not put in default.</b>	
14    made the election to sell these assets September 1st of		14    Q. Okay, ma'am. But where does it say that UMMC was	
15    2019, did you contact KME Holdings, LLC, to get their		15    responsible for the payments under B2 and B3?	
16    consent to sublease?		16 <b>A. It says they will sign -- they shall sign. They</b>	
17           MS. FALCON: Objection.		17 <b>have not signed a lease, a sublease, because --</b>	
18 <b>A. We were not subleasing. There was no sublease.</b>		18    Q. It doesn't say that, ma'am. It says buyer agrees	
19 <b>That's what I keep telling you. There was no sublease.</b>		19    to sign. It doesn't say they will. It doesn't say they	
20    Q. (BY MS. ZIEK) Okay. So it's 1960 Family		20    shall.	
21    Practice PA's position that at all points in time they		21 <b>A. It says right here 2 - 1 -- 2.1(d) -- (d),</b>	
22    have occupied Buildings 2 and 3 --		22    "Purchaser shall" -- shall -- not sign..	
23 <b>A. Correct.</b>		23    Q. Wait a minute. On page 4 --	
24           MS. FALCON: Objection. Form.		24 <b>A. No, page 3. I'm on page 3. I'm reading on page</b>	
25           MS. ZIEK: I haven't finished.		25 <b>3. It says, "Purchaser shall sign."</b>	

<p>1 Q. Okay. And did you obtain that?</p> <p><b>2 A. No. They're supposed to obtain that.</b></p> <p>3 Q. Well, ma'am, you're the one that has the</p> <p>4 liabilities, would you agree with me, under B2 and B3, as</p> <p>5 1960 Family Practice, and under the guaranties which are 4</p> <p>6 and 5?</p> <p><b>7 A. But it says right here the "Purchaser shall</b></p> <p><b>8 sign." They "shall" sign.</b></p> <p>9 Q. Understood. But where is KME? Did KME agree to</p> <p>10 this, ma'am?</p> <p><b>11 A. They "shall sign."</b></p> <p>12 Q. Ma'am --</p> <p>13 MS. ZIEK: Objection. Nonresponsive.</p> <p>14 Q. (BY MS. ZIEK) -- did KME agree or consent to</p> <p>15 1960's sale of all of its assets to UMMC?</p> <p><b>16 A. They don't have to because I did not assign the</b></p> <p><b>17 lease.</b></p> <p>18 Q. Okay, ma'am. But as a subtenant, they also have</p> <p>19 to agree. Would you agree with me?</p> <p><b>20 A. They are not subtenant. They -- okay. 1960</b></p> <p><b>21 Family Practice has the lease. 1960 PA has always been</b></p> <p><b>22 occupying that lease. The asset purchase was done. They</b></p> <p><b>23 continued to operate. No changes at all. There was no</b></p> <p><b>24 change at all. They make their payment and they said that</b></p> <p><b>25 they shall sign, they shall, after. That means after.</b></p>	Page 69	Page 71
<p><b>1 Not before. Not, like, they will sign on that day.</b></p> <p><b>2 That's my understanding on a layman's term.</b></p> <p>3 Q. But you also understood that they hadn't signed a</p> <p>4 sublease, correct?</p> <p><b>5 A. Correct, they have not signed, because they --</b></p> <p><b>6 this is my understanding. They will go up to KME. They</b></p> <p><b>7 will get a sublease agreement with the landlord and they</b></p> <p><b>8 shall sign. That mean if KME allow that, then they shall</b></p> <p><b>9 sign. But if --</b></p> <p>10 Q. What if KME didn't agree to it, ma'am, what would</p> <p>11 happen then?</p> <p><b>12 A. Then they continue to make rent payment for 1960</b></p> <p><b>13 Family Practice.</b></p> <p>14 Q. Under what agreement?</p> <p><b>15 A. Under the current agreement.</b></p> <p>16 Q. Where does it say that if there's no -- there is</p> <p>17 no lease agreement -- where does it say in this document,</p> <p>18 ma'am, that if there is no lease agreement with KME</p> <p>19 Holdings, LLC, that they'll continue to make your lease</p> <p>20 payments or 1960's lease payments?</p> <p><b>21 A. Because that's what they said they did -- they</b></p> <p><b>22 would do that.</b></p> <p>23 Q. Okay. Ma'am.</p> <p>24 MS. FALCON: Can we take a break, because</p> <p>25 it's been almost two hours?</p>	Page 70	Page 72

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1     Family Practice, PA, in one of the buildings, correct?		1     Q. And the sublease agreement is between whom?
2 <b>A. Yes.</b>		2 <b>A. 1960 Family Practice, PA, and UMMC.</b>
3     Q. Were they still a subtenant at the time that 1960		3     Q. Who drafted this document, ma'am?
4     Family Practice, PA, ceased being a tenant? I'm sorry,		4 <b>A. I don't know. I don't know. I think it was just</b>
5     strike that.		5 <b>a copy of the previous Sublease Agreement.</b>
6                Were they still a subtenant at the time that		6     Q. If you look at Exhibit 25, it doesn't appear that
7     1960 Family Practice, PA, sold all of their assets to		7     that is correct.
8     UMMC?		8 <b>A. No? Okay. I don't know.</b>
9 <b>A. Yes.</b>		9     Q. Okay. So you don't know who drafted it. Do you
10              (Exhibit 26 marked.)		10    know who directed it to be drafted?
11    Q. (BY MS. ZIEK) Let me show you what's been marked		11 <b>A. Stacy Williams.</b>
12    as Exhibit Number 26,		12    Q. Is Ms. Williams a lawyer?
13              (Discussion off the record.)		13 <b>A. No.</b>
14    Q. (BY MS. ZIEK) And can you identify Exhibit		14    Q. What is Ms. Williams' educational background?
15    Number 26?		15 <b>A. She work for me as the practice administrator for</b>
16 <b>A. It's a Consent to Sublease between Broadstone and</b>		16 <b>past 20 years.</b>
17 <b>1960 Family Practice and the Eye Physicians of North</b>		17    Q. Okay. Do you know what her educational
18 <b>Houston.</b>		18    background is?
19    Q. Okay. And the Eye Physicians of North Houston,		19 <b>A. Oh, it's been so long, I don't know.</b>
20    was that another subtenant that was also in one of the		20    Q. Do you know if she has any legal training?
21    buildings?		21 <b>A. I don't know. I don't think so.</b>
22 <b>A. Yes.</b>		22    Q. Was this sublease ever prepared to UMMC for
23    Q. Okay. So it was clear that 1960 Family Practice		23    signature?
24    knew that they were to obtain the consent of the landlord		24 <b>A. Not by me. Not by me. Maybe Stacy, but not by</b>
25    if they were going to sublease, correct?		25 <b>me.</b>
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1 <b>A. Yes. The Eye Physicians of North Houston also</b>		1     Q. Okay. Do you know why it wouldn't have been
2 <b>contact the landlord, Broadstone, for the sublease</b>		2     signed at the same time that Exhibit 24 was signed?
3 <b>agreement.</b>		3 <b>A. It just timing, that they said they -- UMMC said</b>
4     Q. Okay. But the sublease agreement itself was		4 <b>they would kind of take care of it.</b>
5     entered into between -- between you and the eye clinic,		5     Q. Okay. Was there some rush that was going on in
6     correct?		6     August or September of 2019 that necessitated a rush to
7 <b>A. Yes.</b>		7     get these documents prepared and signed?
8     Q. Okay. At the time on September 1st of 2019 when		8 <b>A. Yes.</b>
9     UMMC was to take over all of the assets of 1960 Family		9     Q. What was the precipitating event?
10    Practice, did you have a sublease prepared for Buildings 2		10 <b>A. There were a lot of physicians leaving. One of</b>
11    and 3 that were presented to UMMC for signature?		11 <b>them is Dr. Nguyen. And the practice could not meet his</b>
12 <b>A. I don't remember.</b>		12 <b>payroll anymore. So the practice billing has decreased a</b>
13    Q. Let me show you what's been marked as Exhibit		13 <b>lot. The expenses will continue to be the same. And we</b>
14    Number 26. And I just copied one.		14 <b>had a lot of difficulty meeting payroll to employee.</b>
15              (Discussion off record.)		15    Q. Was 1960 Family Practice then defaulting on its
16              (Exhibit 27 marked.)		16    obligations in August or September of 2019?
17    Q. (BY MS. ZIEK) Exhibit 27.		17 <b>A. What kind of obligation?</b>
18              Okay. So this is just one of two your		18    Q. Well, you just said it had an inability to meet
19    lawyer has presented to me in response to the subpoena		19    payroll. Had it defaulted in its payroll obligations?
20    duces tecum. Okay? I'm going to make that representation		20 <b>A. It has not default in payroll, but we are about</b>
21    to you.		21 <b>to be default in payroll.</b>
22              This appears to be a Sublease Agreement on		22    Q. You mean in September or August, you were about
23    Building 3 for 847 Cypress Creek Parkway. Do you see		23    to be in default on the payroll?
24    that, ma'am?		24 <b>A. Correct.</b>
25 <b>A. Yes.</b>		25    Q. Okay. Because as of today, 1960 Family Practice

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1 has no longer any payroll, correct?		1 <b>Le Nguyen Family, LP.</b>	
2 <b>A. Correct.</b>		2     Q. Okay. Are you current or were you current on the	
3     Q. Okay. Were there any other items you were about		3 Spring building?	
4 to be in default on?		4 <b>A. They were not current.</b>	
5 <b>A. Expenses, supply to manufacturing company,</b>		5     Q. Okay. Have you been sued by Physicians Alliance	
6 <b>medical supply, rent. We weren't sure how we would meet</b>		6 of Red Oak, LLC?	
7 <b>our rent obligation.</b>		7 <b>A. The Physicians Red Oak, LLC, did not file a</b>	
8     Q. And it wasn't just the rent obligations on		8 <b>lawsuit with 1960 Family Practice.</b>	
9 Buildings 2 and 3, was it, ma'am?		9     Q. Okay. Did they file against the guarantors?	
10 <b>A. No, it was total rent on all the buildings that</b>		10 <b>A. No.</b>	
11 <b>we owe, that we had paid rent before.</b>		11     Q. So as we sit here today, even though there may be	
12     Q. Okay. How many buildings was that comprised of?		12 past due obligations on the Spring building, Physicians	
13 <b>A. One -- Building 1 on 1960, Family Practice,</b>		13 Alliance of Red Oak, LLC, who is the landlord, did not sue	
14 <b>Building 2, Building 3. There's a building on Spring and</b>		14 you individually. Is that correct?	
15 <b>there's a building on -- 290 location, Cypress. There are</b>		15 <b>A. That is correct.</b>	
16 <b>total five buildings.</b>		16     Q. Okay. On the 290 Cypress matter, were you a	
17     Q. Okay. We already know that you as the guarantor		17 guarantor on that building?	
18 are being sued on Building 2 and 3. Were you also a		18 <b>A. Yes.</b>	
19 guarantor on Building 1?		19     Q. Have you been sued on that?	
20 <b>A. Yes.</b>		20 <b>A. Yes.</b>	
21     Q. Were you being sued by the -- by Broadstone for		21     Q. And how much of the lease term was still	
22 past due rent in Building 1?		22 remaining at 290 and Cypress when 1960 Family Practice	
23 <b>A. Not at this time. They were threatening a</b>		23 sold their assets to UMMC?	
24 <b>lawsuit, yes.</b>		24 <b>A. I don't remember exactly, but I think maybe seven</b>	
25     Q. Okay. Did they ever follow through with the		25 <b>to ten months. I don't remember exact amount -- exact how</b>	
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1 threatening of the lawsuit?		1 <b>much lease was left.</b>	
2 <b>A. I don't remember. But as of today, there are no</b>		2     Q. Okay, ma'am. How long did you think the leases	
3 <b>lawsuit.</b>		3 were, B2 and B3, in this case?	
4     Q. Okay. But you don't recall whether Building 1		4 <b>A. June 2021.</b>	
5 had filed a lawsuit against you, the landlord for		5     Q. You thought they were ten-year leases?	
6 Building 1?		6 <b>A. Correct.</b>	
7 <b>A. I think they did. I just can't remember how it</b>		7     Q. Why don't you go ahead and look at B2 and B3.	
8 <b>was -- it almost -- they -- I'm not sure -- they would</b>		8     MS. FALCON: You mean Exhibit 2 and	
9 <b>threaten a lawsuit, but then all of a sudden it just kind</b>		9 Exhibit 3, the current Exhibit 2 and Exhibit 3?	
10 <b>of went away. And then we receive a notice that there's</b>		10     MS. ZIEK: I thought you said they were B2	
11 <b>non-suit.</b>		11 and B3?	
12     Q. So there was a notice of non-suit you received,		12     MS. FALCON: Exhibit 2 and Exhibit 3. But	
13 but you don't remember being sued or being served with the		13 they are -- I mean, their Building 2 is Exhibit 2.	
14 papers?		14     MS. ZIEK: I thought you said they were	
15 <b>A. I don't remember whether they served the paper.</b>		15 Exhibits B2 and B3. I'm sorry, I misunderstood, Amy.	
16 <b>I think they sue more of the family practice, 1960 Family</b>		16     MS. FALCON: No worries.	
17 <b>Practice, not on the guarantor but on the family practice.</b>		17     MR. MATTHEWS: So we all stipulate any	
18     Q. Okay. Would it be fair to say that Mr. -- I'm		18 reference to Exhibit B2 means Exhibit 2?	
19 sorry, Dr. Nguyen and Dr. Hoang were also on the guaranty		19     MS. FALCON: Exactly.	
20 of Building 1?		20     MR. MATTHEWS: And the same for B3.	
21 <b>A. Yes.</b>		21     MS. FALCON: Yes.	
22     Q. Okay. The Spring building, who was the landlord		22     Q. (BY MS. ZIEK) Okay. Can you turn to the very	
23 in the Spring building?		23 last page?	
24 <b>A. It's Physicians Alliance of Red Oak, and Dr. Alex</b>		24 <b>A. Yes. Right here.</b>	
25 <b>Nguyen is one of the owner and Michael Michelle, LLC, and</b>		25     Q. How many initial lease terms are there, ma'am?	

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1 <b>A. 12.</b>		1      MS. ZIEK: What's your objection?	
2      Q. So it's not a ten-year lease, is it?		2      MS. FALCON: Calls for a legal conclusion.	
3 <b>A. No.</b>		3      Q. (BY MS. ZIEK) Okay. Ma'am, what's your	
4      Q. It's a 12-year lease, correct?		4      understanding of paragraph 14?	
5 <b>A. For some reason I always stuck in my mind that</b>		5      A. We -- UMMC bought the asset, but 1960 Family	
6      only June 2021.		6      Practice still own by myself and the physician. And so	
7      Q. Okay. But it was a 12-year lease, you are aware		7      they bought the furniture, the supply -- the asset. But	
8      of that, correct, now that I've pointed it out?		8      the money and the -- I mean, the entity itself is still	
9 <b>A. Now that you show it to me, the initial term is</b>		9      there.	
10 <b>12 years.</b>		10     Q. I understand that the entity is still there, but	
11     Q. Okay. And if you'd want to check on also B2		11     that's not what --	
12     or -- the very last page --		12 <b>A. But they're not -- but they're not buying more</b>	
13 <b>A. Okay.</b>		13     than 50 percent of the asset. They only buy the asset,	
14     Q. -- it's also 12 years, correct, the initial term?		14     so -- the furniture, the supply, all of that asset, they	
15 <b>A. Yes, I see that. Yes.</b>		15     did not buy all the -- the 51 percent.	
16     Q. Okay. Did you give notification to KME Holdings,		16     The entity is still there. It's always	
17     LLC, that you were going to sell substantially all of your		17     there. It's owned by myself. It never change. That's	
18     assets of 1960 Family Practice to them before you did it?		18     why I continue to operate the 1960 Family Practice entity	
19 <b>A. No.</b>		19     even after they purchase the, quote -- quote, the asset,	
20     Q. Were you aware that one of the events of default		20     so they can have the furniture to sit the patient and have	
21     is if all of the assets of the tenant are sold --		21     a computer, the patient can have a phone line. But it	
22 <b>A. No.</b>		22     doesn't mean that they buy a hundred percent of the asset.	
23     Q. -- that that would cause a default?		23     Q. Okay, ma'am. That's not what paragraph 14 says.	
24 <b>A. No.</b>		24     It says, tenant shall sell or transfer or enter into an	
25     Q. So let's look at B2 and B3 again. I think it's		25     agreement to sell or transfer all or substantially all of	
	Page 82		
1     Provision 22. Let me make sure. I'm sorry, it's -- yeah,		1     its assets or 51 percent?	Page 84
2     it's Provision 22 on page 23.		2 <b>A. But they did not buy 51 percent. That's what I'm</b>	
3        Provision 22 is "Events of Default,"		3     trying to say.	
4     correct, ma'am?		4     Q. Okay. What assets remained after the Asset	
5 <b>A. Yes.</b>		5     Purchase Agreement to UMMC of 1960 Family Practice? What	
6     Q. Okay. If you'll turn the page to -- to the one		6     assets remained, ma'am?	
7     on page 24, if you'll turn to (xiv), which is 14, Roman		7 <b>A. We still have the telephone system, the computer</b>	
8     numeral (xiv) --		8 <b>system, the AR -- I mean, the account receivable, and the</b>	
9 <b>A. Uh-huh.</b>		9 <b>name, 1960 Family Practice. They bought only \$500,000</b>	
10    Q. -- it says, "An event of default is if tenant		10 <b>worth of furniture, you know, the rug, the lights, the</b>	
11    shall sell or transfer or enter into an agreement to sell		11 <b>fixture.</b>	
12    or transfer all or substantially all of its assets or		12     Q. Did they buy the patient files?	
13    51 percent or more of the direct or indirect equity		13 <b>A. No.</b>	
14    interest in tenant change ownership from that ownership in		14     Q. Okay. Where did the patient files go?	
15    existence on the day thereof are more than 51 percent of		15 <b>A. The patient file belongs to the physician -- of</b>	
16    the direct or indirect interest and tenant shall be		16 <b>1960 Physician Associates.</b>	
17    pledged, transferred, hypothecated or conveyed in a single		17     Q. Okay. Who owns Physician Associates?	
18    transaction or a series of related transactions."		18 <b>A. No one owns 1960 Physicians. It's a nonprofit</b>	
19        Do you see that, ma'am?		19     organization.	
20 <b>A. Yes.</b>		20     Q. Okay, ma'am. So are you saying that the	
21     Q. Okay. So based on the lease, you entering into		21     telephone, computers, AR, and the name of 1960 Family	
22     Exhibit Number 24, the Asset Purchase Agreement, was a		22     Practice was worth more than 500,000?	
23     default under the lease, correct?		23 <b>A. I'm not saying that. I'm saying that they</b>	
24        MS. FALCON: Objection. Form.		24     purchased the asset, and the list of asset they purchase	
25 <b>A. No.</b>		25     were listed in the APA, the chair, the furniture, the --	

<p>1 they did not buy the patient file. They did not buy the 2 physician. They did not buy 1960 Physician Associates. 3 That's the name of the practice, 1960 Physician 4 Associates. 1960 Family Practice was an inactive entity. 5 It has the lease, it has the furniture, it has the supply, 6 and it has the vendor contracts.</p> <p>7 Q. Okay. So it wasn't an inactive company the way 8 you're describing it. If it had the vendor contracts, if 9 it had the landlord leases, if it had the furniture, the 10 supplies, all of that was necessary to run --</p> <p>11 A. It doesn't have the physician.</p> <p>12 Q. All of that was necessary to run 1960 Family 13 Practice, correct?</p> <p>14 A. All of that in order for the Family Practice -- 15 like a table, a chair, fixtures.</p> <p>16 Q. Understand, ma'am, what we're talking about.</p> <p>17 A. They did not buy 51 percent of the asset, period.</p> <p>18 Q. Well, I just asked you --</p> <p>19 A. The 1960 Family Practice still belongs to me, 20 period.</p> <p>21 Q. Well, it actually is in bankruptcy right now.</p> <p>22 A. Correct.</p> <p>23 Q. So what were the --</p> <p>24 A. I'm sorry, it belongs to the trustee right now, 25 but I have authority -- continue to have authority on 1960</p>	<p>Page 85</p> <p>1 Q. Yes, ma'am. 2 A. Yes. 3 Q. What value does the insurance contract have if 4 it's no longer seeing patients? 5 A. None. 6 Q. On the ARs, what value has the trustee assigned 7 the ARs, if any? 8 A. We collect after the closing. I think we collect 9 more than 500,000. 10 Q. Okay. So you have 500,000 there that went 11 into -- that went where, ma'am? What did the 500 pay for? 12 A. 500,000 that UMMC paid to us, that paid for, it 13 paid for -- like I said, it paid for the furniture, the 14 fixture, the computer system, the telephone system, the -- 15 Q. Does 1960 Family Practice, PA, still have that 16 500,000? 17 A. No, it -- everything went to 1960 Family 18 Practice. No, it does not have that 500,000. 19 Q. Okay. What did you utilize the 500,000 to pay 20 for? 21 A. To pay the debt. 22 Q. Okay. And what debt, ma'am? 23 A. Payroll, vendor -- there were a lot of debt -- 24 supply, vaccine. 25 Q. Did you use any of the 500,000 to pay your</p>
<p>1 Family Practice after September 2019.</p> <p>2 Q. This will good a lot quicker if you just answer 3 the questions I'm asking.</p> <p>4 A. Yes, ma'am.</p> <p>5 Q. Okay?</p> <p>6 A. Yes, ma'am.</p> <p>7 Q. So I'm asking you what assets other than a 8 telephone system, a computer system, some ARs, and a name, 9 did 1960 Family Practice, PA, still have after they signed 10 this Asset Purchase Agreement with UMMC?</p> <p>11 A. They still have the name of the practice. They 12 still have the website. They still have the contract.</p> <p>13 Q. And when you say "the contract," what contract 14 are you talking about?</p> <p>15 A. Some insurance contracts.</p> <p>16 MS. FALCON: I'm sorry, what was that?</p> <p>17 THE WITNESS: Insurance contract.</p> <p>18 Q. (BY MS. ZIEK) What value does the insurance 19 contract have if 1960 Family Practice, PA, is no longer 20 doing business?</p> <p>21 A. 1960 Family Practice, you mean, or not the PA?</p> <p>22 There's two. There's 1960 PA, which is 1960 Physician 23 Associates.</p> <p>24 Q. No, I'm talking about 1960 Family Practice, PA.</p> <p>25 A. Okay. 1960 Family Practice, PA.</p>	<p>Page 86</p> <p>1 obligations under the leases?</p> <p>2 A. I don't know. I don't know. I think we did 3 for -- for August -- August payment for -- for the 4 August -- I think we did some. I don't remember. I have 5 to admit, I don't know.</p> <p>6 Q. Okay. And would those be in the books and 7 records of 1960 Family Practice?</p> <p>8 A. Yeah, it's in the bankruptcy filing. If you go 9 through the bankruptcy filing --</p> <p>10 Q. That wasn't the question, ma'am. Did -- was 11 it -- did it remain, upon receipt, in 1960 Family Practice 12 PA's account?</p> <p>13 A. Which one?</p> <p>14 Q. The 500,000?</p> <p>15 A. No, it went to ALT -- AOT.</p> <p>16 Q. Was that Allergy --</p> <p>17 A. Of Texas, correct.</p> <p>18 Q. Okay. And why did Allergy of Texas receive money 19 that belonged to 1960 Family Practice?</p> <p>20 A. Because Allergy of Texas took over TMMS Staffing 21 and there were about 20-plus billing/collection employee 22 that UMMC did not hire and we need them to continue to 23 operate.</p> <p>24 Q. Operate what, ma'am?</p> <p>25 A. The 1960 Family Practice collection --</p>

	Page 89		Page 91
1 <b>billing/collection. There were a lot of account receivables that still have to be work up on.</b>		1           MS. FALCON: Objection. Form.	
3       Q. Okay. And of all the account receivables that had to be worked up for 1960 Family Practice, PA, approximately how much of it was collected?		2       Q. (BY MS. ZIEK) Had they, ma'am?	
6 <b>A. I think it was over a million-something.</b>		3 <b>A. They had not signed a sublease and they had not been assigned --</b>	
7       Q. Okay. And did any of that million dollars, was it utilized to pay any of the amounts due my client under their lease agreements that 1960 owed them?		5       Q. And they had no lease with us, correct?	
10 <b>A. UMMC was supposed to pay those.</b>		6 <b>A. Correct. 1960 Family Practice has the lease with KME.</b>	
11      Q. Wait a minute, ma'am. We don't have a sublease with UMMC. Would you agree with me on that?		8       Q. Okay. All right. And so when 1960 knew that UMMC wasn't paying portions of building -- I think it's Building 2 --	
13 <b>A. Correct.</b>		11 <b>A. I did not know that.</b>	
14      Q. And we had no assignment of your leases either, did we?		12      Q. How did you not know that if --	
16 <b>A. Correct.</b>		13 <b>A. How do I know?</b>	
17      Q. Okay. So whether UMMC had a deal with you or not didn't affect me, correct?		14      Q. Okay, ma'am. Well, wait a minute. You are responsible for the payment no matter what, correct, because there's been no assignment --	
19           MS. FALCON: Objection. Form.		17 <b>A. Correct.</b>	
20      Q. (BY MS. ZIEK) Didn't affect my clients. My clients were still looking to 1960 Family Practice and you as a guarantor to pay the debt, correct? Is that a yes, ma'am?		18      Q. -- and no sublease?	
24 <b>A. Correct, yes.</b>		19 <b>A. Correct.</b>	
25      Q. So the question was, of that million dollars, how		20      Q. Okay. So were you or 1960 -- were you as a guarantor or was 1960 Family Practice, PA, writing those checks to my client every month?	
	Page 90	23 <b>A. Up to September 1, 2019.</b>	
1      much of that went to pay my client the amounts it was owed under the lease agreements?		24      Q. And after September 1st, what agreement can you point to that my client was obligated to accept payments	
3 <b>A. Like I say, UMMC said they would satisfy the liability, so they would pay the landlord directly.</b>			
5       Q. When you say "they would satisfy the liabilities," what liabilities did UMMC specifically say and assume pursuant to this agreement?		1      from anybody other than you?	Page 92
8 <b>A. The lease.</b>		2 <b>A. Well, they did accept it.</b>	
9       Q. They didn't assume the lease, did they, ma'am, because you didn't have the landlord's consent to assume the lease, correct?		3       Q. I didn't ask that question. I ask what agreement obligated my client to accept payments from anybody other than the guarantors or the tenant?	
12 <b>A. But they would pay the liability. See, 1960 Family Practice continue to have the liability with the landlord. The liability of that -- that we have to continue to obligate to you is being taken care of by UMMC.</b>		6 <b>A. Well, you ask your client. They cashed a check.</b>	
17      Q. That's what you thought, correct?		7           MS. ZIEK: Objection.	
18 <b>A. Well, that's what -- that's what we all thought, because they -- that's what they thought so too. Because if they weren't, why would they make payment to KME?</b>		8           (Simultaneous speakers.)	
21      Q. Well, whether they made payment to KME or not, ma'am, they have not been assigned the lease, correct?		9       Q. (BY MS. ZIEK) You did cash some of my client's checks, and we'll get to that in a minute.	
23 <b>A. Correct.</b>		11           But what I'm asking right now is -- I'm asking you a question, ma'am, and the question is what obligated UMMC, not 1960, to pay us?	
24      Q. They had not assumed all the -- all of the obligations under these leases, had they?		14 <b>A. They assume my liability.</b>	
		15      Q. Okay. And that's an agreement between you and UMMC, correct?	
		17 <b>A. That is correct.</b>	
		18      Q. Okay. And so if UMMC wasn't paying for any reason whatsoever, ma'am -- and it didn't matter, we weren't obligated to accept payments from them -- you were to have made those payments, correct?	
		22 <b>A. Yes.</b>	
		23      Q. Was UMMC ever given the right to use the name "1960 Family Practice"?	
		25 <b>A. No.</b>	

	Page 93		Page 95
1       Q. So at no point in time after the sale did UMMC 2 ever use "1960 Family Practice"?		1 to is who started this nonprofit, did you or someone you 2 know?	
<b>3       A. That is correct.</b>		<b>3       A. No, it was the lawyer -- a group of lawyer.</b>	
4       Q. Okay. I just have a quick question. On page 15 5 of Exhibit Number 24, it talks about Benefit and 6 Assignment. Do you see that, ma'am?		4       Q. Do you know if the Physician Associates, LLC, 5 held contracts to provide physicians for 1960 Family 6 Practice, PA?	
<b>7       A. What page are you looking at?</b>		<b>7       A. No, the physician -- 1960 Physician Associates 8 have their own contract. They are employed by 1960 9 Physician Associates. 1960 Family Practice does have the 10 chair, the lease, the table, the facility.</b>	
8       Q. Page 15 under 13.5, Benefit and Assignment.		11      Q. Okay. I think I got it now.	
<b>9       A. Okay. Hold on, hold on.</b>		12           So whoever was a physician at 1960 Physician 13 Associates, LLC, could work wherever they wanted?	
10      Q. Okay. The last sentence says, "Seller may assign 11 all or part of its rights and obligations hereunder to an 12 Affiliate of Seller, including but not limited to Minh 13 Nguyen, MD, or Huong Le, MD."		<b>14      A. Correct.</b>	
14           Do you see that, ma'am?		15      Q. Okay.	
<b>15      A. Yes.</b>		<b>16      A. There's employment agreement.</b>	
16      Q. Why would this -- why would this contract have 17 been assignable to you or your husband individually?		17      Q. Was there an employment contract between them and 18 1960?	
<b>18      A. I don't know. I think at that point -- like I 19 said, it was -- it was kind of like between David Ellent, 20 Stacy, Genesis, and they kind of draft the thing together, 21 and then UMMC came in place.</b>		<b>19      A. No. There is an employment contract between the 20 physician and 1960 Physician Associates.</b>	
22      Q. Did you read it before you signed it, ma'am?		21      Q. Okay. Did you have an employment contract with 22 1960 Physician Associates, LLC?	
<b>23      A. Probably, yes. Yes. But we didn't assign 24 anything. So -- at the point is we just want to leave 25 everything open. We didn't assign. There was no benefit</b>		<b>23      A. Yes.</b>	
	Page 94	24      Q. Was it still in existence when you sold 1960 25 Family Practice, PA, in September of 2019?	
<b>1 assignment. Nothing happened on that cause..</b>	Page 94		Page 96
2       Q. That wasn't the question.		<b>1       A. No. No.</b>	
3           MS. ZIEK: And there was no question, so I 4 object to her response.		2       Q. It had already terminated?	
5       Q. (BY MS. ZIEK) Did the bulk of the employees of 6 1960 Family Practice, PA, end up working for UMMC?		<b>3       A. No. Because I retire, so there was no 4 contract -- no employment contract. I stopped seeing 5 patients in 2016.</b>	
<b>7       A. Yes, the front desk, the medical assistant, some 8 of the HR people.</b>		6       Q. When you stopped seeing patients, did you cease 7 coming to the locations of Building 1, 2, and 3?	
9       Q. And did they then enter into contracts with 10 doctors who were staffing 1960 Family Practice, PA?		<b>8       A. No, I still come.</b>	
<b>11      A. No, they -- there is a 1960 Physician Associates. 12 That's where all the -- all the physician contract is 13 held, under that nonprofit organization.</b>		9       Q. And what did you do, then, if you no longer were 10 seeing patients?	
14      Q. Okay. And who owns 1960 Physician Associates?		<b>11      A. I still have an office and I help with 12 administration. I help the 1960 Physician Associates 13 making sure that they are -- continue to perform so they 14 can meet the rent obligation of 1960 Family Practice.</b>	
<b>15      A. Like I said, no one owns it. It's a nonprofit 16 organization.</b>		15      Q. I think one of the reasons you said you ended up 16 selling had something to do with Dr. Alex Nguyen leaving.	
17      Q. Nonprofit?		17      Is that correct?	
<b>18      A. Correct.</b>		<b>18      A. Well, he was a producer for 1960 Physician 19 Associates. So when he left, there was a lot of sort of 20 like bickering. There were rumor of defamation. So a lot 21 of physician, after that, felt very uneasy and unstable at 22 1960 Physician Associates, so they left also.</b>	
19      Q. Did you start 1960 Physician Associates as a 20 nonprofit?		23      Q. And when they left, that meant the revenues for 24 1960 Family Practice, PA, went down. Is that correct?	
<b>21      A. No. It was started by a nonprofit.</b>		<b>25      A. The 1960 Physician Associates went down, yes.</b>	
22      Q. Okay. And what nonprofit started it?			
<b>23      A. It's just nonprofit. They file a nonprofit --</b>			
<b>24      like Memorial Hermann.</b>			
25      Q. I understand that, ma'am. What I'm trying to get			

	Page 97		Page 99
1       Q. Okay. So if -- was Physician Associates -- how		1       Q. You think it's an error?	
2       was Physician Associates generating money that 1960 Family		2       A. <b>Yes, absolutely.</b>	
3       Practice, PA, was utilizing to pay the rent?		3       Q. It should have been an ACH agreement to 1960	
4 <b>A. The 1960 Physician generate the money into 1960</b>		4       Family Practice, PA?	
5 <b>Physician Associates, then it pay to 1960 Family Practice,</b>		5       A. <b>Correct. Or this -- this one right here should</b>	
6 <b>the vendor, the supplier, and the rent and all that. When</b>		6 <b>have been another sublease with the -- there are</b>	
7 <b>it stopped making payment because it doesn't have the</b>		7 <b>Building 1, Building 2, Building 3, 290 building, and</b>	
8 <b>money, then 1960 Family Practice is on the hook.</b>		8 <b>Spring building. There are five buildings, so there</b>	
9       Q. Okay. So in 1960 Family Practice, when the		9 <b>should be five subleases.</b>	
10      physician association -- or association quit paying 1960		10      Q. Okay. So you just think that this was an error?	
11      Family Practice, PA, at that point in time, were they		11      A. <b>Yes, yes. For sure, yes.</b>	
12      paying in excess -- was 1960 Family Practice, PA, charging		12      Q. Did you do an appraisal prior to selling the	
13      any kind of surcharge on the services it was providing the		13      assets to UMMC?	
14      doctors?		14      A. <b>No.</b>	
15 <b>A. No.</b>		15      Q. How did you come about deciding \$500,000 was all	
16      Q. It was a straight whatever --		16      that the assets of 1960 Family Practice, PA, were worth?	
17 <b>A. That's true.</b>		17      A. <b>Well, no, they were worth -- like I said, David</b>	
18      Q. -- 1960 Family Practice, PA, incurred was just		18      Ellent with Genesis, Stacy Williams had met. They were	
19      then passed back with no administrative cost or overhead		19      interested to buy 1960 Family Practice asset, so they were	
20      tacked onto it. Is that a fair statement?		20      debate back and forth, back and forth.	
21 <b>A. Correct.</b>		21           And the reason why we did not go with	
22      Q. Okay. Pursuant to this sublease, which is		22      Genesis and David Ellent is because they would not give	
23      Exhibit 25 or 26, the Sublease Agreement for Building 3		23      any cash up front, so we would not be able to get the 500	
24      between UMMC --		24      plus the liability. So we want to know how much -- I ask	
25           MS. FALCON: It's 25.		25      my HR company, how much do we need to satisfy one month of	
	Page 98		Page 100
1       MS. POYSER: It's 27.		1 <b>payroll to the physician, the malpractice insurance, the</b>	
2       MS. ZIEK: 27? Okay. Thank you.		2 <b>vendor, just to get the practice flowing for 30 days, and</b>	
3       Q. (BY MS. ZIEK) Number 27, ma'am, if you'll turn		3 <b>she said your expenses run between 500- to 600,000 a</b>	
4       to Exhibit C, it has an ACH agreement. Do you see that,		4 <b>month.</b>	
5       ma'am?		5       Q. Okay. And so you basically sold what you were	
6 <b>A. Exhibit C. Hold on. Yes.</b>		6       doing for one month's worth of expenses. Is that correct?	
7       Q. Okay. What is Physicians Alliance of Red Oak?		7       A. <b>Correct. Kind of -- that number was kind of --</b>	
8 <b>A. That's the one that is the building on 2920, the</b>		8 <b>we were in a crisis where we didn't know whether we could</b>	
9 <b>Spring building.</b>		9 <b>meet payroll.</b>	
10      Q. And that's the actual owner, correct?		10      Q. Okay. Did you ever go seek loans from banks to	
11 <b>A. Of the Spring building located on FM 2920.</b>		11      make payroll?	
12      Q. Okay. Why would the sublease have been directing		12      A. <b>We tried.</b>	
13      UMMC to pay Physicians Alliance of Red Oak?		13      Q. When you say "we tried," did you go seek a loan	
14 <b>A. Because they occupy the space in that -- at the</b>		14      from a bank when you knew --	
15 <b>Spring building, the 2920 building.</b>		15      A. <b>No.</b>	
16      Q. Okay. But this is for Building 3 of Cypress		16      Q. -- 1960 Family Practice was in straits, in dire	
17      Creek, 847 Cypress Creek Parkway, which was one of my		17      straits?	
18      client's buildings, correct?		18      A. <b>I paid out of my own personal money, yes.</b>	
19 <b>A. Correct. I think it just an error in terms of</b>		19      Q. And when you say you paid out of your personal	
20 <b>the location.</b>		20      money --	
21      Q. Well, if UMMC was to pay you direct and you in		21      A. <b>I loaned the practice -- I loaned 1960 Family</b>	
22      turn were supposed to pay us --		22 <b>Practice over \$2 million.</b>	
23 <b>A. No, no. Physicians Alliance of Red Oak is the</b>		23      Q. Did you ever take any money out of 1960 Family	
24 <b>owner of a Spring building that has nothing to do with</b>		24      Practice?	
25 <b>this. I think this attachment is attaching a wrong --</b>		25      A. <b>No. When -- I mean, as a -- when -- like a</b>	

<p>1 <b>salary?</b></p> <p>2 Q. No. I'm saying as any kind of distribution, 3 dividend, stock -- I mean on your stock, anything?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. Did you ever take money out of 1960 Family 6 Practice?</p> <p>7 <b>A. Yes. We stopped doing that after about 2017.</b></p> <p>8 <b>But before that, yes, we did.</b></p> <p>9 Q. And how much would you have taken out on a yearly 10 basis before 2017 when you stopped?</p> <p>11 <b>A. It was a good amount.</b></p> <p>12 Q. More than 2 million?</p> <p>13 <b>A. No, probably -- no, I don't think over 2 million.</b></p> <p>14 Q. So what was the time frame that you personally 15 loaned 1960 \$2 million?</p> <p>16 <b>A. Between 2018 and 2019.</b></p> <p>17 Q. Did you receive payment back for any of that 18 2 million?</p> <p>19 <b>A. I don't know. I don't think so.</b></p> <p>20 Q. Would Ms. Williams know?</p> <p>21 <b>A. Yes, my accountant would know, Patricia</b></p> <p>22 <b>McDonnell -- McConnell, M-C-C-O-N-N-E-L-L. I think I took</b> <b>out about 2.6 million against my life insurance policy. I</b> <b>have a -- what do you call -- one of those variable life</b> <b>insurance policy. So I was able to take out a loan</b></p>	<p>Page 101</p> <p>1 Q. Okay. And what does this Managed Access and 2 Service Agreement do?</p> <p>3 <b>A. It just provide IT access because -- the Complete</b> <b>IT Network access.</b></p> <p>5 Q. Okay. And was this Complete IT Network access 6 part of the assets that 1960 Family Practice retained?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. So, in essence, the network and all of the 9 computers that make up this were owned by 1960 Family 10 Practice, correct?</p> <p>11 <b>A. Yes.</b></p> <p>12 Q. Okay. And this Managed Access, how much were 13 they supposed to pay you to access the IT or the 14 information on the network?</p> <p>15 <b>A. It's in here. I don't know. It's whatever it</b> <b>state in here.</b></p> <p>17 Q. It says 2400 a week. Do you see that, ma'am, on 18 page 2, not numbered but the second page?</p> <p>19 <b>A. Second page. Where is that at?</b></p> <p>20 Q. Up at the top, (g).</p> <p>21 <b>A. Okay, yes.</b></p> <p>22 Q. And then it goes on to say that UMMC will pay the 23 cost associated with the network done at the request of 24 UMMC, correct?</p> <p>25 <b>A. Correct.</b></p>	<p>Page 103</p>
<p>1 <b>against that life insurance policy.</b></p> <p>2 Q. Is that loan still against the policy?</p> <p>3 <b>A. I think this year, just now, we paid it. It was</b> <b>a high interest rate loan.</b></p> <p>5 Q. And when you say "we paid it," who do you mean?</p> <p>6 <b>A. I paid it. I pay back to the life insurance</b></p> <p>7 <b>policy.</b></p> <p>8 Q. Okay.</p> <p>9 (Exhibit 28 marked.)</p> <p>10 Q. (BY MS. ZIEK) Let me show you what's been marked 11 as Exhibit 28. What is that, ma'am?</p> <p>12 <b>A. It's a Managed Access Service Agreement on</b></p> <p>13 <b>September 16, 2019.</b></p> <p>14 Q. And who is it between?</p> <p>15 <b>A. Allergy of Texas and UMMC, on these entity.</b></p> <p>16 Q. 1960 Family Practice -- I'm sorry, 1960 Physician 17 Associates, 1960 Family Practice, and that's the PA, 18 correct?</p> <p>19 <b>A. Correct.</b></p> <p>20 Q. 1960 Digital Imaging, correct?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. Providence Hospital of North Houston, correct?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. And TMMS, what does that stand for?</p> <p>25 <b>A. Texas Medical Management Services.</b></p>	<p>Page 102</p> <p>1 Q. And that basically if they have to disable users, 2 that kind of stuff, there will be additional charges, 3 correct?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. Is UMMC still utilizing this -- this network?</p> <p>6 <b>A. No, I don't think so.</b></p> <p>7 Q. When did they cease utilizing this network?</p> <p>8 <b>A. I don't know when the last time they pay. It</b> <b>only effective for three months from -- if you go into</b> <b>term --</b></p> <p>11 Q. Uh-huh.</p> <p>12 <b>A. -- I think they only use it for three months.</b></p> <p>13 Q. Okay. So for three months, that's all they 14 utilized it for? Is this system still being utilized 15 today?</p> <p>16 <b>A. I don't think so.</b></p> <p>17 Q. Okay. Where is all of this, the computer 18 equipment and all of that, now?</p> <p>19 <b>A. They're located in Building 1.</b></p> <p>20 Q. Is the network still up and running?</p> <p>21 <b>A. I don't know.</b></p> <p>22 Q. Who would know, ma'am?</p> <p>23 <b>A. UMMC.</b></p> <p>24 Q. Did you ultimately sell the network to UMMC?</p> <p>25 <b>A. No.</b></p>	<p>Page 104</p>

<p>1     Q. Then why would UMMC know if they only had access 2 to it for three months?</p> <p>3     <b>A. They have their own network. They built their 4 own network.</b></p> <p>5     Q. Okay. I understand that they built their own 6 network, ma'am, but these were items that belonged to 1960 7 Family Practice. What happened to the items that belonged 8 to 1960 Family Practice?</p> <p>9     <b>A. I think it is still sitting there in the server 10 room.</b></p> <p>11    Q. Do you know if they're using the server?</p> <p>12    <b>A. Like I said, I don't know. But all I know is 13 they stopped paying and they have their own network. They 14 said this network is too old. They only need it for three 15 months to transfer all the medical records from 1960 16 Physician Associates into their own network. Their own 17 network is a lot more robust than our network.</b></p> <p>18    Q. So who owns the medical records that were sitting 19 on this system?</p> <p>20    <b>A. 1960 Physician Associates.</b></p> <p>21    Q. Okay. So why isn't 1960 Physician Associates 22 part of this -- part of this agreement? If they own the 23 information sitting on the server that was owned by 1960 24 Family Practice, why weren't they part of this agreement?</p> <p>25    <b>A. Because they're 1960 -- they are. On the asset</b></p>	<p>Page 105</p> <p>1     <b>A. No.</b> 2     Q. Why not? 3     <b>A. Because the HIPAA. We are not -- we -- okay. 4 We're a computer with a network. We're this. We're not 5 anything. There's -- the medical record, the patient 6 file, everything belongs to the physician, and the 7 physician are employed by 1960 Physician Associates.</b></p> <p>8     Q. I'm well aware of that, ma'am. But when I put 9 something on somebody's network and somebody else comes in 10 and says, "I want to see what she put on my network," I 11 have to get somebody else's permission to do that.</p> <p>12    <b>A. (Nodding negatively.)</b></p> <p>13    Q. No? Okay.</p> <p>14       So as far as the physical network itself, 15 servers, computers, everything, you don't know where that 16 stuff is, or you believe it's in Building 1, correct?</p> <p>17    <b>A. It is in Building 1, yes.</b></p> <p>18    Q. And you don't know what part, if any, of those 19 assets that UMMC is still utilizing today?</p> <p>20    <b>A. Correct.</b></p> <p>21    Q. Was that network housed in a different building 22 previous to this agreement being made?</p> <p>23    <b>A. It was housed at the hospital, Providence 24 Hospital of North Houston. No, I'm sorry, it was not 25 housed at Providence Hospital. It's a network that housed</b></p>
<p>1     <b>purchase or what --</b></p> <p>2     Q. No, ma'am. I'm talking about the Managed Access 3 and Service Agreement.</p> <p>4     <b>A. Yeah, 1960 Physician Associates.</b></p> <p>5     Q. No, it basically says -- why haven't -- why 6 weren't they a signatory on this?</p> <p>7     <b>A. Oh, because they only own the record, but we 8 own -- we own the actual line and the server and the 9 computer and all that. They just have is the patient 10 database.</b></p> <p>11    Q. Okay. And I'm asking I guess a question that 12 seems to be difficult to answer. Why didn't 1960 Family 13 Practice, PA, obtain 1960 Physician Associates --</p> <p>14    <b>A. Because there's no ownership of 1960 Physician 15 Associates. There's no one owns it. No human.</b></p> <p>16    Q. I understand that, but somebody has to have the 17 ability to act on behalf of 1960 Physician Associates, 18 would you agree with me, ma'am, even though they're a 19 nonprofit? Nonprofits usually are run through --</p> <p>20    <b>A. The manager -- the manager would, but not me. I 21 don't know who.</b></p> <p>22    Q. I didn't ask you if you know who. I asked you 23 wouldn't 1960 Physician Associates' manager have been 24 required to give permission to 1960 Family Practice, PA, 25 to be able to transfer their data to UMMC?</p>	<p>Page 106</p> <p>1     <b>at the Building 1. Providence Hospital of North Houston 2 has the route, but it -- it can access it and inside that 3 network, the firewall. So they have many, many account. 4 Everybody kind of dive into that central hub, and the 5 central hub is in Building 1.</b></p> <p>6     Q. Okay. So this contract, in your opinion, was 7 only good for three months. Is that correct?</p> <p>8     <b>A. I think they renew every three months or they 9 said they only need it for three months, and I don't know 10 what happened after that.</b></p> <p>11    Q. Well, who would know, ma'am?</p> <p>12    <b>A. I think Stacy Williams.</b></p> <p>13    Q. And Stacy Williams is employed by a company you 14 own, correct?</p> <p>15    <b>A. Correct. That's why she's -- she's working at 16 Allergy of Texas. She's business officer. She signed the 17 agreement.</b></p> <p>18       MS. ZIEK: The notices of default I know are 19 in. Do you recall what -- what exhibits they are, and 20 I'll just give her a copy?</p> <p>21       MS. POYSER: 7, I think.</p> <p>22       MS. FALCON: No, no, it is 7. It is 7. But 23 I don't think I put in --</p> <p>24       MS. ZIEK: Did you only put in the one?</p> <p>25       MS. FALCON: I only put the one in for</p>

	Page 109	Page 111
1 Building 2.		1 Q. If you say no, then that's what I'm going to go
2 MS. ZIEK: I'll put in another one.		2 with.
3 (Exhibit 29 marked.)		3 <b>A. Okay. I don't know.</b>
4 Q. (BY MS. ZIEK) I'm going to show you what's been		4 MS. ZIEK: Do you have an extra copy of her
5 marked as Exhibit 7 and Exhibit 29, Dr. Le.		5 answer for her?
6 MS. ZIEK: I'll give you a copy of both of		6 (Exhibit 30 marked.)
7 them.		7 Q. (BY MS. ZIEK) Dr. Le, I'm going to ask you to
8 Q. (BY MS. ZIEK) Have you seen these letters before		8 take a look at Exhibit 30, ma'am.
9 coming here today?		9 <b>A. Okay.</b>
10 <b>A. No.</b>		10 Q. This is a Second Amended Answer Counterclaims and
11 Q. You've never seen them?		11 Cross-Claim that you filed this morning in this case.
12 <b>A. Who is Kim Brown? Who is she?</b>		12 Were you aware of that, ma'am?
13 Q. It doesn't matter who Mr. Brown is. But have you		13 <b>A. Aware of --</b>
14 seen these letters before coming here today?		14 Q. That you filed this this morning in this case?
15 <b>A. I don't think so.</b>		15 <b>A. I know my attorney did something. I don't know.</b>
16 Q. You reside at 50 Palmer Crest Drive, correct?		16 Q. Okay. Did you had a chance to review this before
17 <b>A. Correct.</b>		17 your attorney --
18 Q. Okay. Is there any reason to believe that these		18 <b>A. No, I don't think so.</b>
19 letters didn't make it to you if that's your address?		19 Q. So you didn't review it?
20 <b>A. Yeah. Did they send it?</b>		20 <b>A. No.</b>
21 Q. I'm asking.		21 Q. In this, you're filing -- you filed a
22 <b>A. Did I sign for it? I don't think I have.</b>		22 counterclaim against my client. Were you aware of that,
23 Q. Okay, ma'am. Did 1960 Family Practice, PA, still		23 ma'am?
24 have a location at 2320 Northwest Freeway, Suite 900 --		24 <b>A. Yes.</b>
25 <b>A. No.</b>		25 Q. Okay. And in your own words tell me what you are
	Page 110	Page 112
1 Q. -- Jersey Village?		1 suing my client for.
2 <b>A. No.</b>		2 <b>A. That you allow Dr. Quoc Le be removed as a</b>
3 Q. They were still liable on that lease, correct?		3 <b>guarantor and substitute Dr. Hoang as a guarantor and cap</b>
4 <b>A. Uh-huh.</b>		4 <b>her only at 5 percent.</b>
5 Q. Wasn't that the lease building on 290?		5 Q. But you told my client in Exhibit 22 and 23 that
6 <b>A. Yes.</b>		6 there had been no modifications. Do you recall that,
7 Q. Okay. And you were still liable on that lease,		7 ma'am?
8 correct?		8 <b>A. Modification of what?</b>
9 <b>A. Not now.</b>		9 Q. Of the guaranty.
10 Q. I'm not asking about now, ma'am. I'm asking		10 <b>A. I don't understand what you are saying. What are</b>
11 about October 22nd --		11 <b>you saying?</b>
12 <b>A. Oh, October 22nd.</b>		12 Q. Go to Exhibit 22 and 23.
13 Q. -- of 2019, the date on these letters.		13 <b>A. Okay.</b>
14 <b>A. Oh, I see. Yes, yes.</b>		14 Q. Okay.
15 Q. Okay. So you were still on the lease at that		15 <b>A. It is -- yes, I know -- okay. 22 and 23, okay.</b>
16 building, and that's your home address, correct?		16 <b>Let me just go there.</b>
17 <b>A. Correct.</b>		17 Q. Under paragraph 2 --
18 Q. Okay, ma'am. But you've never seen these letters		18 <b>A. Okay.</b>
19 before; that's your statement?		19 Q. -- "the Guaranty executed by the Guarantors is in
20 <b>A. No.</b>		20 full force and effect and constitutes a valid binding and
21 Q. Okay.		21 forceable obligation of Guarantors."
22 <b>A. I mean, did I sign for it? I don't know. Was it</b>		22 Do you see that, ma'am?
23 <b>ever delivered to my home?</b>		23 <b>A. Yes, I do.</b>
24 Q. I'm asking, ma'am, if you've seen it.		24 Q. "There are no amendments, assignments or
25 <b>A. I don't think so.</b>		25 modifications of any kind to the Guaranty."

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1        Do you see that?		1        Q. (BY MS. ZIEK) Okay. I understand that's your --
2 <b>A. Yes, ma'am.</b>		2        your allegation. But under 22 and 23, these are estoppel
3        Q. Okay. So that wasn't true when you signed this,		3        certificates given to my client when my client bought the
4        was it, ma'am?		4        building in 2018, correct? And did Quoc Le sign this,
5 <b>A. Signed what?</b>		5        ma'am?
6        Q. When you signed 23 and 22?		6 <b>A. That's something between you and Broadstone. I</b>
7 <b>A. As I said, all of this I review my attorney and</b>		7 <b>don't know.</b>
8 <b>they give me something. They said everything looks fine,</b>		8        Q. No. No, ma'am, it's not between me and
9 <b>sign it. I -- I don't --</b>		9        Broadstone. That's between you and Broadstone when you
10      Q. Ma'am, is that a true statement as we sit here		10      made a representation my client relied upon. You're aware
11      today? That's a yes-or-no question?		11      of that, correct?
12 <b>A. On what?</b>		12 <b>A. No. I mean, you buy a building from Broadstone.</b>
13      Q. What I just read, that there are "no amendments,		13 <b>You need to due diligence with Broadstone. Why would I be</b>
14      assignments or modifications of any kind to the guaranty"?		14 <b>liable for something --</b>
15 <b>A. I don't know. I don't know. I'm so confused, I</b>		15      Q. Because you signed something swearing out
16 <b>don't know.</b>		16      something was true or not. Are you aware of that, ma'am?
17      Q. Well, Dr. Le, you just said one of this things		17 <b>A. Yes.</b>
18      you are suing my client for is that we allowed a		18      Q. With this Estoppel Certificate, correct, 23 and
19      modification to a guaranty and capped Dr. Hoang's		19      22?
20      liability at 5 percent even though I've already pointed		20 <b>A. Correct.</b>
21      out to you you're joint and severally liable regardless,		21      Q. Okay. And that statement is made. And --
22      correct?		22      Broadstone is not -- Broadstone is not making those
23 <b>A. Yes.</b>		23      statements. You are, correct, ma'am?
24      Q. Okay. So the lease amendment, which is		24 <b>A. But --</b>
25      exhibit --		25      Q. Wait a minute.
	Page 114	Page 116
1        MS. ZIEK: I don't know. Somebody give it		1 <b>A. -- the whole thing here is --</b>
2        to me, please.		2        Q. Ma'am, answer the question asked.
3        MR. MATTHEWS: What's that?		3 <b>A. Correct, yes.</b>
4        MS. ZIEK: The addendum to the original		4        Q. If you need to explain, your client's
5        lease guaranty. What number is it?		5        more than a wonderful adversary. She can get you to
6        MS. FALCON: 6.		6        explain it whenever it's her turn, okay?
7        Q. (BY MS. ZIEK) Hold on just one second.		7 <b>A. Okay. Sure.</b>
8        On Exhibit 6, when was the Addendum to the		8        Q. So your signature is on this, correct, ma'am?
9        Original Lease Guaranty done? Number 6, what date was it?		9 <b>A. Correct, yes, ma'am.</b>
10      MS. FALCON: Exhibit 6.		10      Q. And you knew, because my client is listed as the
11 <b>THE WITNESS: Oh, October 31, 20 --</b>		11      buyer in the paragraph --
12      MS. FALCON: Are you talking about		12 <b>A. Correct.</b>
13      Exhibit 6?		13      Q. -- that you were giving these statements and that
14      MS. ZIEK: Uh-huh.		14      my client would be relying upon the statements you were
15      MS. FALCON: She's not on Exhibit 6.		15      giving him, correct?
16      MS. ZIEK: Well, but she's got the date,		16 <b>A. Yes.</b>
17      because she's obviously reading from it.		17      Q. Okay. Where is Quoc Le's signature on this?
18 <b>A. It says Broadstone -- it says Broadstone, not</b>		18 <b>A. I don't know.</b>
19      KME.		19      Q. It's not on there, is it, ma'am?
20      "Broadstone execute an addendum to original		20 <b>A. Well, you see it isn't. It's not in there.</b>
21      guaranty whereas Broadstone, without permission or consent		21      Q. That's correct. But you understood that
22      of Dr. Le, remove Dr. Quoc Le as Guarantor and substitute		22      Dr. Annie Hoang was signing, correct, because you signed
23      Thu A. Hoang as Guarantor. The addendum also cap Hoang's		23      two rows above her?
24      liability at 5 percent."		24 <b>A. Correct. I signed, but my point is I -- I only</b>
25      Broadstone did that.		25 <b>know myself, and I know I signed this. I don't know any</b>

	Page 117	Page 119
<b>1 other person. And you're --</b>		
2 Q. But you signed it both as 1960 Family Practice,	1 MS. FALCON: Our apologies. That's our	
3 PA, correct?	2 mistake.	
<b>4 A. Correct.</b>	3 MS. POYSER: I'm sorry. Just for	
5 Q. You already knew Quoc Le -- Dr. Quoc Le had left,	4 clarification what this is, so the new whatever you are	
6 correct?	5 going to file subsequently will remove Number 31 from	
<b>7 A. Yes.</b>	6 page 35?	
8 Q. In fact, you had purchased his -- his shares of	7 MS. ZIEK: And 30. It would have to.	
9 stock, correct?	8 MS. FALCON: Yeah, it will remove 30 and 31.	
<b>10 A. Correct.</b>	9 MS. POYSER: And that is the only thing it	
11 Q. Okay. And did -- was there anything in the	10 will remove?	
12 purchase agreement between 1960 Family Practice, PA, and	11 MS. FALCON: Yes.	
13 Dr. Quoc Le that said he would remain liable on any	12 MS. ZIEK: Okay.	
14 obligations of 1960 Family Practice, PA, once his stock	13 Q. (BY MS. ZIEK) Okay. Let's go down, on page 4,	
15 had been bought?	14 the declarations you were asking for. Do you see this,	
<b>16 A. I don't think so. I don't know.</b>	15 ma'am?	
17 Q. Okay. So two years after the addendum to the	<b>16 A. What page is it?</b>	
18 lease agreement was signed, you represented to my client	17 Q. Page 4.	
19 that there had been no -- no modifications or amendments,	<b>18 A. Okay. Sorry. Page 4.</b>	
20 correct --	19 Q. Okay. You're asking for a declaration, even	
<b>21 A. Correct.</b>	20 though the written contract says what it says, that the	
22 Q. -- to either of the two leases?	21 lease required KME to provide notice to the tenant. The	
<b>23 A. Correct.</b>	22 tenant is 1960, correct?	
24 Q. But you are suing my client now because there's	<b>23 A. Yes.</b>	
25 an addendum, correct?	24 Q. And 1960 is not a party to this lawsuit any	
	25 longer, is it, ma'am, because of the bankruptcy?	
	Page 118	Page 120
<b>1 A. But it has been removed. I thought that my</b>	<b>1 A. I don't know. I don't know the law.</b>	
<b>2 attorney said they removed that claim.</b>	2 Q. Okay.	
3 Q. Okay. Well, you just saw that they haven't,	<b>3 A. I don't know.</b>	
4 correct?	4 Q. But you're not -- we're not suing you as the	
<b>5 A. No, I just saw -- I just kind of looked through</b>	5 tenant, correct?	
<b>6 it, and you said I have seen this today. I said, no, I</b>	<b>6 A. You're suing me as a guarantor.</b>	
<b>7 have not read the specific. But it is dated today and it</b>	7 Q. Okay.	
<b>8 looks like they removed it.</b>	8 That "KME filed the lawsuit without	
9 Q. No. Number 31, ma'am, says, "The execution of	9 providing proper notice of intent to accelerate it	
10 the Guaranty addendum on October 31, 2016, breached the	10 followed by notice of acceleration required by the lease	
11 terms of the Guaranty as it modified Dr. Le's obligations	11 and Texas law," that's your position, correct?	
12 and liability under the guaranty without her written	<b>12 A. I don't know what that means, but, yes, I -- all</b>	
13 agreement."	<b>13 I know is the lease end 2011 as my guarantor ends.</b>	
14 Do you --	14 Q. You mean that the lease that was entered into in	
15 MS. FALCON: Before we go further, that was	15 2011 ended your obligations ten years later?	
16 a mistake. Those should have been taken out this morning,	<b>16 A. Correct.</b>	
17 so that's just a mistake. You are correct, the	17 Q. So that all the obligations that weren't paid by	
18 counterclaim was removed. Those were left in there by	18 anyone, UMMC or any subtenant, remain the obligation of	
19 mistake.	19 you as the guarantor, correct?	
20 MS. ZIEK: The counterclaim was removed in	20 MS. FALCON: Objection. Form.	
21 its entirety?	<b>21 A. No. I -- I only guarantee ten years on lease.</b>	
22 MS. FALCON: No. The counterclaim relating	22 Q. (BY MS. ZIEK) Understand. But until June 22nd	
23 to the guaranty change was removed, and the declaration	23 of 2021, if there were amounts remaining that were due and	
24 should have been removed as well.	24 owing the landlord, you would be responsible for those as	
<b>25 THE WITNESS: So don't kill the messenger.</b>	25 a guarantor?	

	Page 121		Page 123
1	MS. FALCON: Objection. Form.	1	<b>A. Yes.</b>
2	MS. ZIEK: What's the objection?	2	Q. -- would you agree? And would you agree you
3	MS. FALCON: You are saying remaining	3	entered into written obligations?
4	obligations. Those could be obligations that go after	4	<b>A. Right, but I don't know -- I didn't even know the</b>
5	that date. So, no, that's not -- that's not the	5	<b>tenant -- I didn't even know the tenant moved out. I</b>
6	position --	6	<b>don't know if they have somebody moving in. I didn't even</b>
7	MS. ZIEK: I think I said it with the date	7	<b>know the building was not even occupied. I had no idea.</b>
8	time frame in there.	8	Q. But, ma'am -- but, ma'am, you, as 1960 Family
9	Q. (BY MS. ZIEK) So I said from the date you	9	Practice, PA, remained obligated because you neither got
10	guys -- meaning 1960 Family Practice no longer was on the	10	it assigned or subleased, correct? So you as the
11	premises, okay, which was September 1st of 2019, according	11	tenant --
12	to your asset sale agreement, until June 22nd of 2021, if	12	(Simultaneous speakers.)
13	there were any obligations that went unpaid during that	13	Q. (BY MS. ZIEK) -- and the guarantor should have
14	time frame, you -- you, as a guarantor, guaranteed the	14	remained diligent on what was supposed to be going on with
15	tenant's obligations, correct, for those amounts?	15	regard to these buildings because you were personally
16	<b>A. Yes.</b>	16	liable under the guaranty, would you agree with me?
17	Q. Okay. Number 25, it says that Dr. Le, as a	17	<b>A. But when did they stop occupying the building? I</b>
18	guarantor, "has no liabilities or obligations to KME due	18	<b>didn't even know when they stopped. I had no idea.</b>
19	to KME's failure to comply with lease notice	19	Q. Well, ma'am, as a tenant or a guarantor of lease
20	requirements."	20	obligations, don't you think it's something that you
21	Do you see that, ma'am? On what facts do	21	should have been aware of?
22	you base that?	22	<b>A. No. I thought -- I thought everything -- I</b>
23	MS. FALCON: Objection. Form.	23	<b>thought they were leasing. I honestly thought. I didn't</b>
24	MS. ZIEK: What's the objection?	24	<b>even know. I was, like, surprised. I was like, oh, my</b>
25	MS. FALCON: You are asking her to draw	25	<b>God, they didn't even occupy.</b>
	Page 122		Page 124
1	legal conclusions from a pleading that is about legal	1	<b>I never got any notice that, hey, your</b>
2	issues.	2	<b>building is empty. I didn't have anything that said, hey,</b>
3	Q. (BY MS. ZIEK) Well, this is her pleading, and I	3	<b>did -- I try to find a tenant for you.</b>
4	get to ask about her causes of action.	4	<b>Usually, you know, the word in community,</b>
5	MS. FALCON: Yes, you can. And I can	5	<b>this building is empty. Go find someone else. Y'all did</b>
6	object.	6	<b>none of that.</b>
7	Q. (BY MS. ZIEK) And one of the causes of action	7	Q. You don't know what we did, do you, ma'am?
8	says you have no liability. So tell me why you have no	8	<b>A. I don't know.</b>
9	liability to my client.	9	Q. Okay. So your statement that we did nothing --
10	MS. FALCON: Objection. Form.	10	<b>A. But you didn't give it to me. How do I know?</b>
11	<b>A. Because you trying to find another tenant to get</b>	11	<b>You didn't tell me, hey, your building --</b>
12	<b>that sublease. As a -- I'm a landlord. In other</b>	12	Q. What are your obligations and responsibilities as
13	<b>building, when my tenant doesn't pay the lease, I try to</b>	13	a guarantor under this lease? What do you think your
14	<b>get somebody else to pay.</b>	14	obligations as a guarantor are?
15	Q. (BY MS. ZIEK) And if you can't get somebody else	15	<b>A. If I was the landlord, I would send a letter to</b>
16	to pay, you still go after your tenant, don't you?	16	<b>tell you the guarantor -- what is your guarantor? You</b>
17	<b>A. I try -- I'm a good landlord. I'm nice. I'm</b>	17	<b>know, you guaranty the building. We just want to let you</b>
18	<b>trying to do everything possible. I hire agent. I get</b>	18	<b>know the building is not occupied. You know, if you know</b>
19	<b>the tenant -- you know, hey, y'all need to pay.</b>	19	<b>any doctor, you know any practices, can you make sure they</b>
20	<b>I give them notice. I just don't -- I mean,</b>	20	<b>occupy -- can you go and talk to current --</b>
21	<b>I'm not that greedy. This is greed. I felt like it's</b>	21	Q. Show me in the lease where my client has that
22	<b>greed. So, anyway, that's just the way I am.</b>	22	obligation to you. Show me in the lease where my client
23	Q. Well, I'm glad that's the way you are.	23	has that obligation to you?
24	<b>A. Yes, that's why I have a heart. I'm a doctor.</b>	24	MS. FALCON: Objection. Form.
25	Q. This is a business --	25	<b>A. It is greed. Yeah. If you were human, you would</b>

<p style="text-align: right;">Page 125</p> <p><b>1 do that. That's just common sense. Common sense would tell me to do that.</b></p> <p>3 Q. (BY MS. ZIEK) That isn't common sense, ma'am.</p> <p>4 A. It is.</p> <p>5 Q. I'm asking you where we're obligated to do that in the lease?</p> <p>7 A. I think that it's just common sense. Like, you don't -- you know, like, if my credit card is default, the credit card company does that, but they send you -- like, I drive a car. My car go almost empty on the gas. Common sense, the car flash, your car is about to be empty out of gas.</p> <p>13 Q. And you've been sued, correct, ma'am?</p> <p>14 A. I didn't sue on this.</p> <p>15 Q. Yeah. Okay. So you had notification?</p> <p>16 A. After --</p> <p>17 MS. FALCON: Objection. Form.</p> <p>18 A. I just got sued this year -- I mean, 20 -- I just got sued.</p> <p>20 Q. (BY MS. ZIEK) Do you know how many attempts were made to serve you, ma'am?</p> <p>22 A. Huh-uh, no.</p> <p>23 (Court reporter instruction.)</p> <p>24 Q. (BY MS. ZIEK) Okay. We have broken our own rules where we're talking over each other. Okay? So let</p>	<p style="text-align: right;">Page 127</p> <p>1 that you wrote as a tenant or even as the guarantor, who knew the tenant was having financial -- financial hardship, did you write Broadstone and let them know you were having financial problems?</p> <p>5 A. I don't know. I think they have our financials.</p> <p>6 They request our financials and we provide them the financial of 1960 Family Practice.</p> <p>8 Q. Okay, ma'am. That wasn't the question, because financials can be made to look any way they need to, believe me.</p> <p>11 A. I don't think so. Not my CPA.</p> <p>12 Q. Not your CPA?</p> <p>13 A. No.</p> <p>14 Q. So you believe your financials would show that you were having financial issues in 1960 Family Practice?</p> <p>16 A. Whatever financial we have, we send it in correctly.</p> <p>18 Q. Okay. Did you also send in financials as a guarantor?</p> <p>20 A. I don't think they asked for that.</p> <p>21 Q. That wasn't the question, ma'am. Did you send in financials as a guarantor?</p> <p>23 A. I don't remember.</p> <p>24 Q. Did you have any conversations with anyone at Broadstone as to the financial problems that 1960 Family</p>
<p style="text-align: right;">Page 126</p> <p>1 me finish my question. Answer the question I ask. And, again, if you need to expound on anything, you have a lawyer that's more than capable of getting it out of you.</p> <p>4 Okay. "KME accepted late payments from tenants." Which tenants are you talking about, ma'am?</p> <p>6 A. I think I'm talking about UMMC.</p> <p>7 Q. Were you ever late? 1960?</p> <p>8 A. I don't know.</p> <p>9 Q. Well, who would know, ma'am, if you don't know?</p> <p>10 A. My accountant would know. I told you we were in financial problem. We had financial problem.</p> <p>12 Q. And, again, how long were you in financial problems?</p> <p>14 A. Starting about 2017.</p> <p>15 Q. So before my client ever bought the building, you were having financial problems. Is that your statement?</p> <p>17 A. When did they buy?</p> <p>18 Q. My client bought sometime in March of 2018, ma'am?</p> <p>20 A. Okay.</p> <p>21 Q. So you were having financial trouble before my client bought the building. Is that your statement?</p> <p>23 A. I think so.</p> <p>24 Q. Okay, ma'am. Was there anything in the estoppel or did -- agreement or letter or certificate or anywhere</p>	<p style="text-align: right;">Page 128</p> <p>1 Practice was having?</p> <p>2 A. I don't know.</p> <p>3 Q. You don't know whether you personally did or you don't know whether somebody on your staff did?</p> <p>5 A. I know I personally don't remember talking to Broadstone. I do know that when they ask for financials, we provide them financials.</p> <p>8 Q. Did you have any conversations in 2018 or 2019 with KME about 1960 Family Practice having financial problems?</p> <p>11 A. Like I said, I only meet Jerry Stein -- I don't know what his name is -- once, and I told him that we would not be renewing the lease.</p> <p>14 Q. Okay. Not renewing the lease and having financial problems are two different things. You are aware of that, right?</p> <p>17 A. Correct.</p> <p>18 Q. Okay. Question: Did you tell Jerry Stein, who was a representative of KME at the time, that 1960 was having financial problems?</p> <p>21 A. He never ask. I don't remember saying anything about financial or issue with financials.</p> <p>23 Q. But you agree with me that in 2018 and '19 you were having financial issues at 1960 Family Practice?</p> <p>25 A. Correct. And, amazingly, we make our rent</p>

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<b>1 obligation.</b>		
2 Q. Up until the time you didn't, correct?		1 MS. ZIEK: No, I'm not.
<b>3 A. Up to September 1, 2019.</b>		2 MS. FALCON: -- which is --
4 Q. And at no point in time when you were dealing		3 MS. ZIEK: No, I'm not. I'm asking her
5 with David Ellent --		4 about Exhibit 30, the Second Amended Answer and
<b>6 A. David Ellent.</b>		5 Counterclaim and Cross-Action.
7 Q. -- or UMMC did you inform Jerry Stein or KME that		6 Q. (BY MS. ZIEK) Paragraph 29, do you see it,
8 you were selling your assets, correct?		7 ma'am?
<b>9 A. Huh?</b>		<b>8 A. Yes.</b>
10 MS. FALCON: Objection. Form.		9 Q. What does it say, please?
11 Q. (BY MS. ZIEK) That 1960 was selling its assets?		<b>10 A. That KME reach a settlement with the current</b>
<b>12 A. Huh?</b>		<b>11 lessee, UMMC, which acquire all of 1960 Family Practice</b>
13 Q. At no time in 2018 or '19 or during the duration		<b>12 assets and liability and under term of settlement receive</b>
14 that you were talking to David Ellent or UMMC did you ever		<b>13 payment from UMMC for alleged amount owed under the lease.</b>
15 inform KME Holdings, LLC, that you were selling the		<b>14 The amount payment received by settlement must be credited</b>
16 assets, did you?		<b>15 towards an outstanding amount alleged owed and due.</b>
<b>17 A. We were selling assets but not at 51 percent. I</b>		16 Q. Okay. And what paragraph in the lease states
<b>18 kept saying that over and over and over again.</b>		17 that that must occur?
19 Q. Ma'am, you and I --		<b>18 A. All liability is in the APA.</b>
<b>20 A. We never sold 51 percent of our asset.</b>		19 Q. No, I didn't -- I'm sorry. It wasn't a clear
21 (Discussion off record.)		20 question.
22 MS. ZIEK: I still have a while.		21 It says, "The amount of payment received by
23 MR. MATTHEWS: Do you?		22 the settlement" -- and that's the settlement reached
24 Q. (BY MS. ZIEK) Okay. On 29 you say that KME		23 between KME and UMMC, correct? -- "must be credited
25 reached a settlement with current lessee, UMMC, which		24 towards the outstanding amount alleged owed and due."
	Page 130	
1 acquired all of 1960 Family Practice's assets and		<b>25 Why is that, ma'am?</b>
2 liabilities.		
3 You're telling me now that's not true,		Page 132
4 correct?		<b>1 A. Because 2019 to June 2021 --</b>
5 MS. FALCON: Objection. Form.		2 Q. Uh-huh?
6 Q. (BY MS. ZIEK) That was your statement earlier,		3 A. -- if you said there were rent due or there was
7 correct?		4 a -- money due, if UMMC paid to KME a certain amount of
8 MS. FALCON: Objection. Form.		5 money and paid the lease a certain amount, I should get
<b>9 A. What?</b>		6 credit for. Why would they get double-dipping? You can't
10 Q. (BY MS. ZIEK) That UMMC did not acquire all of		7 sue me and then you get money from UMMC, for what?
11 1960 Family Practice's assets and liabilities, correct?		8 Q. If I get -- if I lease to UMMC after June --
12 MS. FALCON: Objection, form.		9 A. After '21.
<b>13 A. We still have --</b>		10 Q. -- of 2021, the only person who would be entitled
14 MS. ZIEK: What's your objection to the		11 to that credit would be the tenant, correct?
15 form?		<b>12 A. The 1906 FP or the --</b>
16 MS. FALCON: You are talking about what a		13 Q. FP, Family Practice, correct?
17 document says without asking her to look at the document		<b>14 A. But the money that you receive, is it for the --</b>
18 that actually governs what that actually says.		15 before -- I should get credit for the money that you
19 Q. (BY MS. ZIEK) Okay. Paragraph 29 in your -- in		16 received -- what does that money represent?
20 exhibit number, whatever it is --		17 Q. It represents a lease, ma'am, a six-month lease?
21 MS. POYSER: 30.		<b>18 A. From what time to what time lease?</b>
22 MS. ZIEK: Is it 30?		19 Q. From June of 2021 through December of 2021?
23 MS. POYSER: Uh-huh.		20 MS. FALCON: Objection. Form.
24 MS. FALCON: Not that exhibit. You are		21 MS. ZIEK: She asked what it represented. I
25 asking her about the Asset Purchase Agreement, which --		22 gave her that.
		23 MS. FALCON: You're -- it's a best evidence.
		24 You are describing a document that you have not put in
		25 front of her and nor do you have in front of you.

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1	So, objection. Form.	1	Q. Okay.
2	MS. ZIEK: It doesn't matter. I know what	2	<b>A. And what I'm saying is that you receive money</b>
3	the time frame was. Okay?	3	<b>from UMMC. That money should have been credit towards me.</b>
4	MS. FALCON: Objection. Form.	4	Q. Why would it have been credited towards you if it
5	Q. (BY MS. ZIEK) Okay, ma'am. Just assume with	5	wasn't for a time frame that you weren't liable for?
6	me --	6	<b>A. Because now you holding me liable for that.</b>
7	(Simultaneous speakers.)	7	Q. I'm not holding you liable for after June 2021.
8	Q. (BY MS. ZIEK) Wait a minute. No. Time out.	8	The Court has already said I can't hold you liable for
9	Assume with me, ma'am, that the lease	9	that.
10	agreement is June 2021 through December 2021.	10	<b>A. Exactly. So the money you received should have</b>
11	<b>A. No, I'm only obligate to June 2021.</b>	11	<b>been credit for me.</b>
12	Q. Exactly. My point.	12	Q. Oh, so in your opinion everything that we're
13	<b>A. Yeah, you -- you are suing --</b>	13	receiving now should be back-end loaded so that you don't
14	Q. So if I get money afterwards, you are not	14	owe anything but then 1960 --
15	entitled to that credit if it's for rent afterward s,	15	<b>A. Yes.</b>
16	correct?	16	Q. -- that you put into bankruptcy is supposed to
17	<b>A. How about rent before? Why didn't you use that</b>	17	bear that burden. Is that your testimony, Dr. Le?
18	<b>money to apply to credit for rent before?</b>	18	<b>A. I'm a guarantor.</b>
19	Q. Because I didn't have a lease before. I have a	19	Q. Understand.
20	lease now for a certain time frame, okay? And that's	20	<b>A. But it means that I didn't occupy the building.</b>
21	money for that certain time frame that I'm obligated to	21	<b>The tenant occupy the building. 1960 Family Practice</b>
22	mitigate, because you told me to go out and find somebody,	22	<b>occupy the building. UMMC paid to you money. Any money</b>
23	right? That's what a nice landlord does; they go out and	23	<b>that UMMC paid to you should have been credit toward the</b>
24	try to find a tenant, correct? I think that's what you	24	<b>guarantor.</b>
25	said. Not greedy landlords.	25	Q. And I asked you where in the lease that it says
	Page 134		Page 136
1	<b>A. Correct.</b>	1	that?
2	Q. Okay. And so --	2	<b>A. Common sense.</b>
3	<b>A. So the money that -- should have been credited</b>	3	Q. It's not common sense, ma'am. I'm asking you,
4	<b>towards me.</b>	4	where in the lease does it say that?
5	Q. Okay. You need to let me finish --	5	<b>A. Because that's what UMMC told me.</b>
6	<b>A. Okay. I'm sorry. I'm sorry.</b>	6	Q. So now UMMC told you --
7	Q. -- before you start.	7	(Simultaneous speakers.)
8	<b>A. That's fine.</b>	8	<b>A. Yes.</b>
9	Q. Okay. So you've said that already in this	9	Q. (BY MS. ZIEK) Wait a minute.
10	deposition, correct?	10	<b>A. I had a conversation with Syed --</b>
11	<b>A. Correct.</b>	11	Q. Okay. So --
12	Q. Okay. And so if I choose to go out and find a	12	<b>-- and I said, why did you not pay the lease and</b>
13	lessee now for this building, it's for credit up until the	13	<b>put me into this bind so KME would sue me under the</b>
14	end of the initial term, correct? It's not credit -- it's	14	<b>guaranty. And Syed at UMMC said, no, I have to pay every</b>
15	not crediting you as a guarantor would receive?	15	<b>single dime that was owed to us.</b>
16	<b>A. That's why you are double-dipping. You're trying</b>	16	MS. ZIEK: Okay. Objection. Response.
17	<b>to get me to go to pay for you before 2021. Now you get</b>	17	<b>A. Okay. That's fine.</b>
18	<b>UMMC to pay you after 2021. So you're -- and you're suing</b>	18	Q. (BY MS. ZIEK) You are saying what somebody else
19	<b>both. You get -- you are suing me for what UMMC did not</b>	19	said. It's called hearsay.
20	<b>pay from 2019 to 2021.</b>	20	Q. Okay.
21	Q. Not only what you UMMC but what 1960 Family	21	MS. ZIEK: So, objection to your response.
22	Practice didn't pay?	22	Q. (BY MS. ZIEK) Let's move on.
23	<b>A. Right. Did not pay, right.</b>	23	Are you personally paying Porter & Hedges
24	Q. Okay.	24	for their services here?
25	<b>A. Yeah, you are suing that.</b>	25	MS. FALCON: You have our engagement

<p>1 agreement.</p> <p>2 Q. (BY MS. ZIEK) I'm asking a question. Are you</p> <p>3 personally paying for them?</p> <p><b>4 A. Yes.</b></p> <p>5 Q. Okay. It's not coming out of some -- an LLC that</p> <p>6 you own?</p> <p><b>7 A. I think that's privileged information between me</b></p> <p><b>8 and my lawyer.</b></p> <p>9 Q. Well, it's really not, but okay.</p> <p>10 (Exhibit 31 marked.)</p> <p>11 Q. (BY MS. ZIEK) Let me show you what's been marked</p> <p>12 as Exhibit 31, ma'am.</p> <p>13 MR. MATTHEWS: 31. Is that right?</p> <p>14 MS. ZIEK: Uh-huh. I think that's right.</p> <p>15 Q. (BY MS. ZIEK) This was something that you</p> <p>16 produced to show the payments made to Porter &amp; Hedges,</p> <p>17 correct?</p> <p><b>18 A. Correct.</b></p> <p>19 Q. Because you've asked for now your attorney's</p> <p>20 fees, correct?</p> <p><b>21 A. Correct.</b></p> <p>22 Q. Why is the client name yours individually and</p> <p>23 Allergy of Texas, PLLC?</p> <p><b>24 A. Because the 1960 trustee sue Allergy of Texas.</b></p> <p>25 Q. So are these fees yours personally and Allergy of</p>	<p>Page 137</p> <p>1 the money when you receive a bill from Porter &amp; Hedges,</p> <p>2 that's who pays it? Is that your testimony?</p> <p><b>3 A. From between Allergy of Texas and myself, yes.</b></p> <p>4 Q. Okay. Would there be other LLCs that might have</p> <p>5 paid some of these bills?</p> <p><b>6 A. No.</b></p> <p>7 Q. Okay. After KME -- after -- I'm sorry. Let me</p> <p>8 start over.</p> <p>9 After 1960 Family Practice went into</p> <p>10 bankruptcy -- well, let me start before that occurred.</p> <p>11 After September 1st of 2019, who was</p> <p>12 receiving the subtenant payments on Buildings 2 and 3?</p> <p><b>13 A. No one. I don't think we did. I don't remember.</b></p> <p><b>14 We supposed to. And then we pay -- or I thought the</b></p> <p><b>15 tenant told me, the subtenant, like the eye doctor, told</b></p> <p><b>16 me that Jerry or somebody with KME told them to pay KME</b></p> <p><b>17 directly.</b></p> <p>18 Q. Okay. Was there ever an occasion that you</p> <p>19 received checks from the subtenants that were not passed</p> <p>20 on to KME?</p> <p>21 MS. FALCON: Objection. Form.</p> <p><b>22 A. I don't know.</b></p> <p>23 Q. (BY MS. ZIEK) Well, who would know, ma'am?</p> <p><b>24 A. My accountant would.</b></p> <p>25 Q. And who is the accountant?</p>
<p>Page 138</p> <p>1 Texas, PLLC? So when the -- so the trustee has sued</p> <p>2 Allergy Texas of -- PLLC. Is Porter &amp; Hedges representing</p> <p>3 you in that cause of action?</p> <p><b>4 A. Correct.</b></p> <p>5 Q. Okay. So are these fees segregated in any way or</p> <p>6 do you receive one bill for both services?</p> <p><b>7 A. I don't know. I receive one bill like this and</b></p> <p><b>8 we pay.</b></p> <p>9 MS. FALCON: I'm going to correct that, just</p> <p>10 because it's on here. This matter is KME Holdings. The</p> <p>11 other lawsuit is a different matter.</p> <p>12 Q. (BY MS. ZIEK) Okay. Then why is Allergy of</p> <p>13 Texas, PLLC, listed as the client in the KME Holdings</p> <p>14 matter?</p> <p><b>15 A. You ask the lawyer. I don't know.</b></p> <p>16 MS. FALCON: Because they're both clients of</p> <p>17 the firm.</p> <p>18 Q. (BY MS. ZIEK) Does Allergy of Texas, PLLC, pay</p> <p>19 for your personal services in the KME Holdings lawsuit?</p> <p><b>20 A. I don't know.</b></p> <p>21 Q. Who would know?</p> <p><b>22 A. No one, because when we get the bill, whatever</b></p> <p><b>23 LLC has the money, we pay for that.</b></p> <p>24 Q. Okay. So is it your testimony, because this is</p> <p>25 what I think I heard you just say, that whatever LLC has</p>	<p>Page 138</p> <p>1 A. Patricia McConnell.</p> <p>2 Q. Okay. So Patricia McConnell would be the only</p> <p>3 person that would know if all of the subtenant payments</p> <p>4 received by 1960 Family Practice were paid to KME. Is</p> <p>5 that your statement?</p> <p><b>6 A. Yes.</b></p> <p>7 Q. Okay. Did you have any direct communications</p> <p>8 with Jerry Stein or did everything go through Stacy</p> <p>9 Williams and Patricia McConnell?</p> <p><b>10 A. I do not have any direct communication with Jerry</b></p> <p><b>11 Stein except for one time when he came in the back --</b></p> <p>12 Q. When he came into the building?</p> <p><b>13 A. Yes.</b></p> <p>14 Q. Okay. And do you recall when that was?</p> <p><b>15 A. I don't remember. I -- somewhere when he</b></p> <p><b>16 introduced himself as the new landlord.</b></p> <p>17 Q. So you had notification that KME Holdings had</p> <p>18 bought the building. Is that correct?</p> <p><b>19 A. Jerry came and said he's the new landlord.</b></p> <p>20 Q. Was there ever an occasion that some of the</p> <p>21 subtenants didn't pay their common area maintenance</p> <p>22 assessments?</p> <p><b>23 A. Yes.</b></p> <p>24 Q. Did 1960 have to step in and pay those</p> <p>25 assessments?</p>

	Page 141	Page 143
1 <b>A. I don't know. I don't know.</b>		1 <b>CAM -- I know that we have sent a lot of notices to them.</b>
2      Q. Okay. Since you were considered the landlord on		2 <b>My accountant called them. We used to have a lawyer and</b>
3      the subleases, correct --		3 <b>she would be calling them.</b>
4            MS. FALCON: Okay. Form.		4      Q. And did she get anywhere, ma'am?
5      Q. (BY MS. ZIEK) Well, take a look at the sublease		5 <b>A. I don't know. I thought -- they told me sometime</b>
6      that I gave you. In front of Lymphedema, who is listed as		6 <b>Lymphedema pay, sometime they don't pay.</b>
7      the landlord?		7      Q. Okay. And if Lymphedema didn't pay, did you ever
8 <b>A. I am. We are.</b>		8      sue Lymphedema to enforce the sublease?
9      Q. Okay. So you were the landlord on the subleases,		9 <b>A. No.</b>
10     correct?		10     Q. Did 1960 then step in and pay it when they knew
11     MS. FALCON: Objection. Form.		11     Lymphedema hadn't paid the charges they were responsible
12 <b>A. With Lymphedema, yes, I think so.</b>		12     for?
13 <b>What exhibit is this with Lymphedema?</b>		13 <b>A. I don't know.</b>
14     MR. MATTHEWS: 25.		14     Q. And, once again, the only person who may know is
15     Q. (BY MS. ZIEK) 25.		15     Patricia McConnell?
16 <b>A. Okay. There you go, yes.</b>		16 <b>A. Yes.</b>
17     Q. And even on the Building 3 draft that we had that		17     Q. Did Ms. McConnell report to you when subtenants
18     UMMC didn't sign, you were listed as the landlord on that,		18     weren't paying their bills?
19     correct?		19 <b>A. I think after many attempt, if she tries to</b>
20     MS. FALCON: Objection. Form.		20 <b>collect them and they did not pay.</b>
21 <b>A. The Family Practice, 1960 Family Practice.</b>		21     Q. And that was because you were still a guarantor,
22     Q. (BY MS. ZIEK) Okay. So 1960 Family Practice was		22     correct?
23     listed as landlord on the subleases, correct?		23 <b>A. No, because 1960 Family Practice was the</b>
24 <b>A. Correct.</b>		24 <b>landlord.</b>
25     Q. Okay. So if you were the landlord at that time		25     Q. Was there ever an occasion that she was
	Page 142	
1     and somebody such as Lymphedema wasn't paying their CAM,		1     concerned -- if UMMC didn't pay, that she was concerned
2     what steps did you undertake to make sure the CAM was		2     that you were still the guarantor on the lease?
3     paid?		3 <b>A. I didn't know that UMMC didn't pay. I did not</b>
4     MS. FALCON: Objection. Form.		4 <b>know that.</b>
5 <b>A. My staff would notify them.</b>		5     Q. Okay. Did the subtenants always pay on time,
6     Q. (BY MS. ZIEK) So other than notification by your		6     ma'am?
7     staff, did 1960 step in and pay it?		7 <b>A. I don't know.</b>
8 <b>A. That, I don't know.</b>		8     (Exhibit 32 marked.)
9     Q. Would you agree with me that the CAM was part of		9     Q. (BY MS. ZIEK) Let me show you what's been marked
10    what was required to be paid to KME Holdings?		10    as Exhibit Number 32.
11 <b>A. No. I thought we only responsible for the base</b>		11    MS. FALCON: Which exhibit?
12 <b>rent.</b>		12    MS. ZIEK: 32.
13    Q. You're unaware of the other charges contained		13    Q. (BY MS. ZIEK) Have you seen that before, ma'am?
14    within the lease that you were responsible for?		14 <b>A. No.</b>
15 <b>A. I thought we paid CAM directly.</b>		15    Q. Okay. It appears to be from Patricia McConnell,
16    Q. When you say you thought you paid CAM directly --		16    correct?
17 <b>A. I thought the Family Practice paid CAM.</b>		17 <b>A. Correct.</b>
18    Q. In what way, ma'am?		18    Q. Who is your accountant?
19 <b>A. I don't -- I don't know, but I thought that we</b>		19 <b>A. Yes.</b>
20 <b>only collect the base rent from the subtenant.</b>		20    Q. To Stacy Williams, who works in one of your
21    Q. So you thought on subtenants the only thing you		21    offices, correct?
22    collected was base rent?		22 <b>A. Correct.</b>
23 <b>A. Correct, that's what I thought. I don't know.</b>		23    Q. Hold on one second.
24 <b>But I know when they -- they were -- Patricia has</b>		24    And who is that third person?
25 <b>mentioned that if Lymphedema has not been paid their</b>		25 <b>A. Hemant Khemka.</b>

<p>1     Q. Yes.</p> <p>2     <b>A. He was Patricia's boss.</b></p> <p>3     Q. Okay. And what position did he hold -- did</p> <p>4     Patricia McConnell work for your company or was she a CPA</p> <p>5     on her own?</p> <p>6     <b>A. She work for me.</b></p> <p>7     Q. Okay. And so it would stand to reason that her</p> <p>8     boss worked for you as well, correct?</p> <p>9     <b>A. Correct.</b></p> <p>10    Q. And it says, "I received the email below from</p> <p>11    Jerry Stein today, who is a representative for KME</p> <p>12    Holdings."</p> <p>13       And this is dated December 20, 2019,</p> <p>14    correct?</p> <p>15    <b>A. Correct.</b></p> <p>16    Q. And it basically is a -- this is after the Asset</p> <p>17    Purchase Agreement, correct?</p> <p>18    <b>A. Correct.</b></p> <p>19    Q. And it says, "Last night I received the below</p> <p>20    text from Jerry which I had forwarded to Hemant. Based on</p> <p>21    my discussion with Hemant, he was going to talk with Ryan</p> <p>22    as Jerry is threatening to lock the doors on the IT space</p> <p>23    in Building 2 and on Building 3. These buildings have a</p> <p>24    personal guarantee from Dr. Le on them for rent."</p> <p>25       Do you see that?</p>	<p>Page 145</p> <p>1     <b>A. Well, not paying it, but I would be stepping in</b></p> <p>2     <b>and seeing why this rent was not paid.</b></p> <p>3     Q. Okay. So you think a guarantor just steps in to</p> <p>4     see why rent is not being paid; they're not obligated to</p> <p>5     pay it if it's late?</p> <p>6     <b>A. I think that the tenant should try everything</b></p> <p>7     <b>they can, work out the solution with the landlord and</b></p> <p>8     <b>get -- and be paid, but the tenant is the one that benefit</b></p> <p>9     <b>from having the space and all that.</b></p> <p>10    Q. But 1960 Family Practice was no longer in this</p> <p>11    location, correct?</p> <p>12    <b>A. No, 1960 Family Practice has kind of never</b></p> <p>13    <b>been -- like I said, 1960 Physician Associates are all the</b></p> <p>14    <b>physicians that are using the space, but 1960 Family</b></p> <p>15    <b>Practice -- we're like the landlord.</b></p> <p>16    Q. I understand you are like the landlord, but</p> <p>17    you're our tenant, correct? You are KME Holdings' tenant?</p> <p>18    <b>A. Correct.</b></p> <p>19    Q. And you are the one who have leased these</p> <p>20    premises, correct?</p> <p>21    <b>A. Correct.</b></p> <p>22    Q. And you are the person who is supposed to be on</p> <p>23    the premises, correct?</p> <p>24    <b>A. No, we -- we, as 1960 Family Practice, lease it</b></p> <p>25    <b>out to 1960 Physician Associates for them to see their</b></p>
<p>1     <b>A. Yes.</b></p> <p>2     Q. And this was a notification that rent was late in</p> <p>3     December of 2019, correct?</p> <p>4     <b>A. Yes, I see that.</b></p> <p>5     Q. Okay. Were you aware of that situation?</p> <p>6     <b>A. No.</b></p> <p>7     Q. So your employees weren't passing along things</p> <p>8     that were going forward, correct?</p> <p>9     <b>A. Correct.</b></p> <p>10    Q. Okay. So, at the time, did you ever discover</p> <p>11    that KME had not received its rent on December 20th of</p> <p>12    2019 at all, from any of your employees?</p> <p>13    <b>A. No.</b></p> <p>14    Q. Okay. Do you know what steps they undertook to</p> <p>15    make sure that this rent was paid?</p> <p>16    <b>A. I think we talked to Ryan. Ryan is an employee</b></p> <p>17    <b>of UMMC.</b></p> <p>18    Q. Okay. But obviously the rent was late, correct?</p> <p>19    <b>A. It looks like that was our December rent.</b></p> <p>20    Q. And 1960 Family Practice was obligated to pay it,</p> <p>21    correct?</p> <p>22    <b>A. Yes.</b></p> <p>23    Q. And if 1960 Family Practice hadn't paid it, then</p> <p>24    you, as a guarantor, would have been obligated to pay it,</p> <p>25    correct?</p>	<p>Page 146</p> <p>1     <b>patients.</b></p> <p>2     Q. Okay. Where is that lease, ma'am?</p> <p>3     <b>A. I don't know.</b></p> <p>4     Q. There's a lease with a nonprofit?</p> <p>5     <b>A. I don't know. It may not have. We just kind</b></p> <p>6     <b>of -- when we -- 1960 Family Practice has the building.</b></p> <p>7     <b>1960 Physician Associates hire the doctors and they're the</b></p> <p>8     <b>ones that occupy the building --</b></p> <p>9     Q. Okay.</p> <p>10    <b>A. -- since 2016.</b></p> <p>11    Q. Other than the declarations you have requested in</p> <p>12    here, have you requested any other relief against my</p> <p>13    client?</p> <p>14    <b>A. What do you mean? I don't understand the</b></p> <p>15    <b>question.</b></p> <p>16    Q. Well, this is your lawsuit against my client.</p> <p>17    What have you -- what are you requesting from my client?</p> <p>18    <b>A. That we would release Dr. Hoang and her</b></p> <p>19    <b>percentage -- the relief. You read it today.</b></p> <p>20    Q. Okay. That's been taken out of your lawsuit.</p> <p>21    What are you asking the Court to order against my client,</p> <p>22    KME?</p> <p>23    <b>A. I want to have credit for the money that UMMC</b></p> <p>24    <b>paid to KME.</b></p> <p>25    Q. And you can't, as we sit here today, point to any</p>

<p>1 provision where you get credit for any payments made after 2 June of 2021, can you?</p> <p>3           MS. FALCON: Objection. Form.</p> <p>4       <b>A. I don't know how much they did not pay. Like I said, I thought they paid the rent.</b></p> <p>5       Q. (BY MS. ZIEK) Ma'am, what steps did you 6 undertake to ensure that UMMC was paying the rent?</p> <p>7       <b>A. Because I was never -- I was never in 8 communication with Jerry. Jerry never told me that they 9 didn't pay the rent. I didn't know they didn't pay the 10 rent.</b></p> <p>11       MS. ZIEK: Objection. Form.</p> <p>12       Q. (BY MS. ZIEK) What steps did you take?</p> <p>13       <b>A. For what?</b></p> <p>14       Q. Did you write a check every month? 1960 was 15 primarily responsible, correct? Did 1960 write a check 16 every month? Because there was no sublease, no 17 assignment, therefore it was 1960 Family Practice's 18 obligations to make these payments. Did you ensure that 19 those payments were made on a monthly basis as the 20 president of the tenant?</p> <p>21       <b>A. Because --</b></p> <p>22       Q. I didn't ask -- that's a yes or no, ma'am.</p> <p>23       <b>A. I don't know. I don't know what you are trying 24 to ask me to do. All I know is that UMMC said they would</b></p>	<p>Page 149</p> <p>1       Q. Okay. Was any of your staff on those premises 2 after September 1st of 2019?</p> <p>3       <b>A. No.</b></p> <p>4       Q. So you were no longer on the premises, correct?</p> <p>5       <b>A. Yes, I was no longer on the premise.</b></p> <p>6       Q. You hadn't sold 1960 Family Practice's name, 7 correct?</p> <p>8       <b>A. Correct.</b></p> <p>9       Q. And so who for 1960 Family Practice, PA, was 10 still on the premises after September 1st of 2019?</p> <p>11       <b>A. The 1960 Family Practice. The name is still -- 12 we are still obligated for the lease, as you said.</b></p> <p>13       Q. Okay. And so what did you or your staff 14 undertake to ensure that your obligations were being paid?</p> <p>15       <b>A. That's what we said to UMMC, send us the check 16 and we'll send it to the landlord.</b></p> <p>17       Q. Okay. And did that occur?</p> <p>18       <b>A. Subtenant told us they are no longer able to send 19 a check to me because the landlord direct them to send it 20 directly to him.</b></p> <p>21       Q. That's correct, because 1960 -- none of your 22 people were left on the premises, correct?</p> <p>23       <b>A. But they can mail the check to us or you can wire 24 a check to us. I don't understand what you are trying to 25 say. My point is that --</b></p>	<p>Page 151</p>
<p>Page 150</p> <p>1       <b>1 take care of the rent and they will pay to KME directly.</b></p> <p>2       Q. Okay.</p> <p>3       <b>A. And other subtenant told me that KME, Jerry 4 and -- they said he was not a nice landlord like you were, 5 but that's besides the point. He said that he direct them 6 to pay everything to him, that nothing go through Family 7 Practice anymore.</b></p> <p>8       Q. And that was his right when Family Practice 9 abandoned the premises, correct?</p> <p>10       <b>A. We didn't abandon the premises.</b></p> <p>11       Q. Well, were you still on the premises, ma'am?</p> <p>12       <b>A. Our stuff was on the premises. We sold it to 13 UMMC.</b></p> <p>14       Q. Then it's no longer your stuff, is it?</p> <p>15       <b>A. But at the same time -- no, no, no, the Family 16 Practice, PA, is seeing the patient.</b></p> <p>17       Q. Ma'am, yes or no. Once you sold it to UMMC, it 18 was no longer 1960 Family Practice's stuff, was it?</p> <p>19       <b>A. The name was. The obligation. You told us there 20 was the obligation still there. You are saying Family 21 Practice still obligated.</b></p> <p>22       Q. Exactly. But you weren't on the premises, were 23 you? Were you physically on those premises, ma'am, after 24 September 1st of 2019?</p> <p>25       <b>A. No.</b></p>	<p>Page 152</p> <p>1       Q. Okay. Did you --</p> <p>2       <b>A. I was told by Syed at UMMC that Jerry Stein 3 direct UMMC to send a check to him. And we all did. They 4 all listened and send the check to him.</b></p> <p>5       Q. Okay, ma'am. But you also understood that UMMC 6 had no subtenant agreement with you, correct?</p> <p>7       <b>A. Correct.</b></p> <p>8       Q. Also had no assignment of my lease to them, 9 correct?</p> <p>10       <b>A. Correct. And they are supposed to, but they 11 didn't do it.</b></p> <p>12       Q. Okay. And that plays into how is that my 13 client's fault?</p> <p>14       <b>A. Then why did they -- why did Jerry Stein told the 15 subtenant or other tenant to direct pay to him, because 16 they do not pay to 1960 Family Practice.</b></p> <p>17       Q. You understand that under those subleases and the 18 consents, we have that right? You do understand that, 19 right?</p> <p>20       <b>A. Okay. Okay. So you do have that right.</b></p> <p>21       Q. Okay. Were you not aware of that?</p> <p>22       <b>A. My point is you say what step did I take. 23 There's nothing I can do when the landlord said send all 24 the checks to me. Don't send to Family Practice. Leave 25 them kind of like -- get them out of the loop --</b></p>	<p>Page 152</p>

<p>1       Q. 1960 Family Practice could have been paying it 2 all along though, correct? <b>3       A. What do you mean?</b> 4       Q. They could have paid for their obligations? <b>5       A. I didn't know it was not fulfilled. That's the</b> <b>6 whole point I'm telling you. I did not know that.</b> 7       Q. But whose obligation is it when you place people 8 in there my client didn't agree to lease to? You placed 9 people in there. You allowed UMMC in there, correct? 10       MS. FALCON: Objection. Form. 11       Q. (BY MS. ZIEK) 1960 Family Practice sold their 12 assets in place with the location to UMMC, correct? <b>13       A. 1960 Family Practice has the lease, and it leased</b> <b>14 to -- like I said, the UMMC bought the equipment and the</b> <b>15 asset, but it did not buy the company. The company still</b> <b>16 us.</b> 17       Q. I don't have a problem with -- <b>18       A. I don't understand what you are trying to tell</b> <b>19 me.</b> 20       Q. What I'm trying to say is who allowed UMMC to 21 come in and take over the assets? Who allowed that, 22 ma'am? <b>23       A. We, 1960 Family Practice, has the right to sell</b> <b>24 the asset to UMMC.</b> 25       Q. That's correct. But you have no right to place</p>	<p>Page 153 1       <b>say --</b> 2       Q. Well, wait a minute. Did they move all that 3 furniture and equipment and everything out of those 4 buildings? <b>5       A. No.</b> 6       Q. They utilized it within those buildings, correct, 7 ma'am? <b>8       A. They did not utilize it. I'm telling you.</b> <b>9 They -- there is no UMMC name. You walk into 1960 Family</b> <b>10 Practice building today, is there a UMMC name on it?</b> 11       Q. Ma'am -- <b>12       A. That's my point, because if you -- if you say</b> <b>13 they occupy your building or I did not -- why did I allow</b> <b>14 them to do that. Just like Lymphedema, Lymphedema's name</b> <b>15 is on the building.</b> 16       Q. Understand, ma'am. <b>17       A. UMMC's name is not on the building.</b> 18       Q. But UMMC is not owned by you, is it, ma'am? <b>19       A. No.</b> 20       Q. Okay. <b>21       A. And they did not own the building.</b> 22       Q. And neither did you, correct? <b>23       A. Neither is me.</b> 24       Q. Okay. And so -- 25       (Simultaneous speakers.)</p>
<p>Page 154 1 them into our building, correct? <b>2       A. They're not placed into your building. The</b> <b>3 Family Practice, the Physician Associates, has always been</b> <b>4 there. Syed did not come and put himself into that</b> <b>5 building, no. There was no building office going there.</b> <b>6 Everything was the same.</b> <b>7       Before 2019, the building was brown. The</b> <b>8 patient come in. They see "1960 Family Practice." After</b> <b>9 2019, they still see 1960 Family Practice, the same name,</b> <b>10 the same people. The building says "1960."</b> 11       Q. So did you receive all of the revenue after 2019 12 from Physicians Association? Did 1960 Family Practice, 13 PA, do all the billing and receive all the monies from the 14 work being done at those buildings, ma'am? Did they? <b>15       A. Yeah, they kept the money in 1960 PA. Yes.</b> 16       Q. So 1960 -- after September 1st of 2019, all of 17 the money on the work that the physicians were doing after 18 that date flowed through 1960? <b>19       A. No, it still stay in 1960 PA. I don't think --</b> <b>20 there is 1960 PA. It has all the physicians. The</b> <b>21 physician come, see the patient at this building, okay,</b> <b>22 Family Practice building. UMMC just bought the asset, the</b> <b>23 chairs, the furniture.</b> 24       Q. I understand that. <b>25       A. They did not move over. The building did not</b></p>	<p>Page 154 Page 156 1       MR. MATTHEWS: You-all -- <b>2       A. I think you keep going around and around in</b> <b>3 circle.</b> 4       Q. (BY MS. ZIEK) No, you keep going around in 5 circles. <b>6       A. I don't know what to tell you anymore. I'm just</b> <b>7 telling you it is the way it is. 1960 Family Practice --</b> 8       Q. And I'm asking you what -- how did the landlord 9 consent to the sale of its assets, your sale of its assets 10 to UMMC, and the use of their building without you still 11 remaining responsible? <b>12       A. That's why 1960 Family Practice is still</b> <b>13 responsible.</b> 14       Q. And you as a guarantor are, up to a certain 15 point, correct? <b>16       A. Up to June 2021.</b> 17       Q. Okay. 18       REPORTER: What number is that? 19       WITNESS: 33. 20       REPORTER: Oh, it is 33? 21       MS. ZIEK: Uh-huh. 22       (Exhibit 33 marked.) 23       Q. (BY MS. ZIEK) Okay. Dr. Le, will you turn to 24 page 3. Okay. You gave a general objection that you 25 basically, in your individual capacity, were responding to</p>

<p>1 this and not in your capacity as 1960 Family Practice      2 president, correct? That's what the first paragraph      3 basically says.</p> <p><b>4 A. Yes.</b></p> <p>5 Q. Okay, ma'am. I asked for "any and all      6 correspondence or agreements between KME and you      7 individually."</p> <p>8 Other than the lease agreements and the      9 estoppel certificates, do you know of any other      10 agreements?</p> <p><b>11 A. Not that I know.</b></p> <p>12 Q. Okay. And it's your testimony that you have no      13 correspondence between you or KME. Is that your --</p> <p><b>14 A. Not that I know. Not that I'm aware of</b>  <b>15 personally.</b></p> <p>16 Q. Okay. Did you do --</p> <p><b>17 A. Except for the one time.</b></p> <p>18 Q. Okay. Did you do a search of your computers to      19 make sure that you had never had any communications with      20 anybody, Jerry Stein, Matt Cartwright, anybody at KME?</p> <p><b>21 A. I did a search on my AskDrLe@1960familypractice.</b>  <b>22 They should -- that's my business email.</b></p> <p>23 Q. Uh-huh.</p> <p><b>24 A. I did a search on COO@medicalcareoftexas.com.</b></p> <p>25 Q. Uh-huh.</p>	<p>Page 157</p> <p>1 Q. The premises?  <b>2 A. -- the premises, these Building 2 and Building 3.</b>      3 Q. Okay. So the pharmacy was not in either of those      4 buildings?</p> <p><b>5 A. Correct.</b>      6 Q. Okay. But there is a sale of a pharmacy between      7 you and UMMC?</p> <p><b>8 A. Correct.</b>      9 Q. Okay. How about communications or correspondence      10 with UMMC -- between you and UMMC?</p> <p><b>11 A. I had a -- there was no written communication,</b>  <b>12 but I have met with Syed. And I ask him, why didn't you</b>  <b>13 pay the lease, so, you know, I get sued for being a</b>  <b>14 guarantor. And he said to me that he already pay all the</b>  <b>15 leases for KME. He pay all his obligation to KME.</b></p> <p>16 Q. His obligations. He didn't say he paid yours,      17 correct?</p> <p><b>18 A. Well, he said he paid all the liability of 1960</b>  <b>19 Family Practice.</b></p> <p>20 Q. And when did he make that statement, ma'am?</p> <p><b>21 A. A month ago.</b></p> <p>22 MS. FALCON: Can we take a quick break?</p> <p>23 It's been about two hours.</p> <p>24 MS. ZIEK: Sure.</p> <p>25 (Recess taken from 3:02 p.m. to 3:22 p.m.)</p>	<p>Page 159</p>
<p><b>1 A. And I did a search on HLEMD@hotmail.com.</b></p> <p>2 Q. Uh-huh.</p> <p><b>3 A. I did not see any correspondence.</b></p> <p>4 Q. Okay. The next one is "all correspondence and      5 agreements between UMMC and you concerning the premises      6 located at 847 and 845 Cypress Creek Parkway."</p> <p>7 Do you see that, ma'am?</p> <p><b>8 A. Yes.</b></p> <p>9 Q. Okay. And other than purchase agreement, ma'am,      10 are there -- and the IT agreement that we've introduced      11 into evidence, are there any other agreements?</p> <p><b>12 A. I don't -- I don't know. I don't know if there's</b>  <b>13 any other agreements.</b></p> <p>14 Q. Well, did you have an agreement with UMMC, with      15 the pharmacy?</p> <p><b>16 A. Oh, the sale of my Express Specialty Pharmacy?</b></p> <p><b>17 Yes, it's after 2019. It was --</b></p> <p>18 Q. Well, this says from January 1st of 2018 to      19 present. Do you see that, ma'am?</p> <p><b>20 A. What number is this?</b></p> <p>21 Q. Number 2.</p> <p><b>22 A. "All correspondence and agreement between United</b>  <b>23 Medical Center, Defendant, concerning premises located at</b>  <b>24 847" -- right here, right here.</b></p> <p><b>25 I don't have anything regarding --</b></p>	<p>Page 158</p> <p>1 Q. (BY MS. ZIEK) Dr. Le, before we took a break, we      2 were looking at your responses to the subpoena duces      3 tecum, which were the documents you were to bring with you      4 today. However, in accordance with my agreement with      5 counsel, she produced them early to me, okay?</p> <p><b>6 A. What exhibit are we looking at, what number?</b></p> <p>7 Q. We're looking at Exhibit Number 34 -- no, 33.</p> <p><b>8 A. 33. Okay, I have it.</b></p> <p>9 Q. Okay. And I believe we were on Number 4: "All      10 payments from any person or entity for rent, taxes,      11 interest, or other expenses with regard to the two      12 premises my client is the landlord on, received by you      13 from January 1st of 2018 to present, including all      14 payments received by you or any entity owned or controlled      15 by you for subtenants at either address cited herein."</p> <p>16 Okay. Do you recall receiving any payments      17 from subtenants for rent, taxes, or other expenses, which      18 are the CAM, after September 1st of 2019?</p> <p><b>19 A. I don't know.</b></p> <p>20 Q. Okay, ma'am. Do you know if you paid ad valorem      21 taxes for the years 2019 for either of those premises?</p> <p><b>22 A. I don't know.</b></p> <p>23 Q. Do you know if you paid any insurance for those      24 premises after September 1st of 2019?</p> <p><b>25 A. I don't know. However, it's in the bankruptcy</b></p>	<p>Page 160</p>

<p style="text-align: right;">Page 161</p> <p><b>1 court, I believe. Patricia would know because she would 2 file that with the bankruptcy court.</b></p> <p>3 Q. Okay. This is before the bankruptcy, ma'am. 4 Because I understand you filed bankruptcy approximately 5 November or December of 2020, correct?</p> <p><b>6 A. Correct.</b></p> <p>7 Q. Okay. So for 2019, which taxes and insurance 8 would have been due sometime -- well, at least ad valorem 9 taxes would have been due by January 31st of 2020. Did 10 you make any payments for ad valorem taxes on either of 11 those locations?</p> <p><b>12 A. I think it would be in the bankruptcy court, like 13 I said, because we --</b></p> <p>14 Q. So is that a no, you didn't --</p> <p><b>15 A. I don't know.</b></p> <p>16 Q. -- make payments?</p> <p><b>17 A. I don't know.</b></p> <p>18 Q. Who would know if you made any ad valorem tax 19 payments for that year?</p> <p><b>20 A. Patricia, the CPA.</b></p> <p>21 Q. If they weren't made and they were due, would 22 Ms. McConnell come to you for the money?</p> <p><b>23 A. Yes.</b></p> <p>24 Q. Okay. Do you recall Ms. McConnell coming to you 25 to pay any of the ad valorem taxes on either of those</p>	<p style="text-align: right;">Page 163</p> <p>1 January 1st of 2018 to present."</p> <p>2 You objected to that, and you said that you 3 would limit your response to responsive communications 4 dated from and after September 19th. Do you see that?</p> <p><b>5 A. Yes.</b></p> <p>6 Q. But it doesn't show that you produced anything?</p> <p><b>7 A. Because I don't have anything. I search my 8 email. I did not see anything.</b></p> <p>9 (Exhibit 34 marked.)</p> <p>10 Q. (BY MS. ZIEK) Well, let's talk about what you 11 don't have. Did you see Exhibit Number 34, which is 12 something your counsel did produce? And I only have one 13 extra copy. I'll give you mine.</p> <p>14 This is a text exchange, is it not, that you 15 produced?</p> <p><b>16 A. I did not produce. I don't know.</b></p> <p>17 MS. FALCON: Well, we did. We did produce 18 it. This is one that Stacy and your team pulled.</p> <p><b>19 A. Okay.</b></p> <p>20 Q. (BY MS. ZIEK) And at the top it says, "I just 21 emailed both of you an email that I had received from 22 Jerry Stein this morning. After I sent that email, I 23 received the following text."</p> <p>24 And it basically says "just sent your email 25 to both Hemant Khemka --</p>
<p style="text-align: right;">Page 162</p> <p>1 premises for the year 19 -- I'm sorry, 2019?</p> <p><b>2 A. No, I don't remember.</b></p> <p>3 Q. Okay. Same question on 2020.</p> <p><b>4 A. I don't remember.</b></p> <p>5 Q. Okay. And it's -- and what I'm also asking is, 6 in 2020, did Ms. McConnell, who knew you were the guaranty 7 on these as per the email we've -- I'm sorry, the email 8 we've looked at, would she have come to you and said, hey, 9 look, 1960 is in bankruptcy. Somebody needs to pay these 10 ad valorem taxes in 2020?</p> <p><b>11 A. I don't know.</b></p> <p>12 Q. You don't recall that conversation with her or 13 you don't think it occurred?</p> <p><b>14 A. I don't recall that conversation or I don't 15 remember she came and talked to me about the taxes 16 obligation on these buildings.</b></p> <p>17 Q. Do you recall any insurance obligations on these 18 buildings that 1960 Family Practice was to pay? And if 19 1960 Family Practice didn't pay them, you, as a guarantor, 20 were obligated to pay them?</p> <p><b>21 A. Like I said, I don't remember that she asked me 22 to pay any kind of obligation on the building.</b></p> <p>23 Q. Okay. Number 5, "All correspondence between you 24 and any entity or person who has occupied the premises 25 located at 847 Cypress Creek or 845 Cypress Creek from</p>	<p style="text-align: right;">Page 164</p> <p><b>1 A. Uh-huh.</b></p> <p>2 Q. Is that how his name is pronounced?</p> <p><b>3 A. Hemant Khemka, yeah.</b></p> <p>4 Q. Okay.</p> <p>5 -- "Hemant Khemka and to Stacy Williams?"</p> <p>6 Do you see that?</p> <p><b>7 A. Yes, I do see that.</b></p> <p>8 Q. And the email that was being sent was, "Great. 9 It would be nice if someone would have the courtesy to 10 reply to my emails and voicemails. I am sure we will get 11 your attention when people show up for work Monday morning 12 and the locks have changed," correct? Did I read that 13 correctly?</p> <p><b>14 A. Yeah, you did.</b></p> <p>15 Q. Okay. And it says, "I just sent to Dr. Le, Syed, 16 Ravi, and Ryan."</p> <p>17 Do you see that?</p> <p><b>18 A. Yes.</b></p> <p>19 Q. What was sent to you, ma'am?</p> <p><b>20 A. I don't have it. I don't know.</b></p> <p>21 Q. Is there some reason you don't have your emails 22 or your text messages back this far?</p> <p><b>23 A. What year is this? 2019?</b></p> <p>24 Q. Yes, ma'am.</p> <p><b>25 A. Uh-huh. I look through my email. Like I said,</b></p>

<p>1 AskDrLe@1960FP.net, HLEMD@hotmail, and --</p> <p>2 Q. Who is Ravi?</p> <p>3 A. Ravi is with UMMC.</p> <p>4 Q. Who is Ryan?</p> <p>5 A. Ryan work for UMMC.</p> <p>6 Q. So three parties at UMMC and yourself, because</p> <p>7 Syed is UMMC, correct? Owns it?</p> <p>8 A. Correct, correct.</p> <p>9 Q. So you had some indication, at least to December</p> <p>10 of 2019, things weren't being paid, correct?</p> <p>11 A. I did not know. No, I did not.</p> <p>12 Q. Well, it says, "I just sent to Dr. Le." Do you</p> <p>13 have some reason to believe that's not true?</p> <p>14 A. I have some reason to believe I never received</p> <p>15 the email or I never checked the email to see anything</p> <p>16 that came through.</p> <p>17 Q. Okay. So Stacy Williams -- I'm sorry, Patricia</p> <p>18 McConnell, who works for you, never had any conversation</p> <p>19 with you about, gee, in December of 2019, they're coming</p> <p>20 to lock the doors because we haven't paid rent at these</p> <p>21 buildings?</p> <p>22 A. Correct, I never -- I didn't know that, no.</p> <p>23 Q. Okay. Where does Patricia McConnell live?</p> <p>24 A. In Tomball.</p> <p>25 Q. And she works for you at what location?</p>	<p>Page 165</p> <p>1 A. There's multiple room. There's only two suite.</p> <p>2 Q. Okay. So if there are only two suites, what</p> <p>3 suite would she be in?</p> <p>4 A. Like I said, I don't know what suite. Is it A or</p> <p>5 B, I'm not sure.</p> <p>6 Q. What suite are you in, ma'am?</p> <p>7 A. I don't even know it either. I don't know</p> <p>8 whether Suite A or Suite B. It's a small building, and I</p> <p>9 own that building.</p> <p>10 Q. I get that you own it, but I'm finding it</p> <p>11 difficult to believe you don't know what suite you office</p> <p>12 in?</p> <p>13 A. It doesn't matter. I don't have a suite. I</p> <p>14 don't know. I just walk in. Whoever's office is open, I</p> <p>15 just walk in. I don't really work in that office either.</p> <p>16 Q. Okay. So it's your testimony you have no email</p> <p>17 correspondence, no text messages, no anything. Is that</p> <p>18 correct?</p> <p>19 A. Regarding the rent did not make by UMMC.</p> <p>20 Q. Well, it's all communications, ma'am.</p> <p>21 A. All communication regarding the --</p> <p>22 Q. Those two premises, correct?</p> <p>23 A. Yes, those premises.</p> <p>24 Q. Well, it could be as much as a subtenant telling</p> <p>25 you they are going to pay their rent or any of that. You</p>
<p>Page 166</p> <p>1 A. I think this was -- before that she was working</p> <p>2 from home.</p> <p>3 Q. Where does she work for you now, ma'am?</p> <p>4 A. Oh, she work in the building -- Spring building</p> <p>5 on 2920.</p> <p>6 Q. 2920. What's the address?</p> <p>7 A. 5037-B FM 2920, Spring, Texas 77388.</p> <p>8 Q. Okay. And does that -- does that location --</p> <p>9 does she have a telephone number that you know?</p> <p>10 A. I don't know. I know she has a telephone. I</p> <p>11 don't even know what that number is.</p> <p>12 Q. Okay. And if someone were to go look to locate</p> <p>13 Ms. McConnell in that office building, what suite would</p> <p>14 she be in?</p> <p>15 A. One of the room in the back. I don't know what</p> <p>16 suite would that be.</p> <p>17 Q. Well, ma'am, is it a suite that you have an</p> <p>18 office at?</p> <p>19 A. Yes, that building, I own that building, that</p> <p>20 5037.</p> <p>21 Q. But you don't know the suite that Ms. McConnell</p> <p>22 works in. Is that your statement?</p> <p>23 A. Yes, I don't know what suite. She takes one of</p> <p>24 the back room.</p> <p>25 Q. Is there more than one suite to that building?</p>	<p>Page 166</p> <p>1 don't have any communications with subtenants?</p> <p>2 A. I have -- no, I have communication with the eye</p> <p>3 doctor, Dr. Chundru.</p> <p>4 Q. Okay. Did you produce that?</p> <p>5 A. I can.</p> <p>6 Q. Okay. Was there any reason you didn't produce it</p> <p>7 prior to today?</p> <p>8 A. I didn't know you wanted it from Dr. Chundru, the</p> <p>9 eye doctor.</p> <p>10 Q. Did you have any communications with Lymphedema</p> <p>11 telling them that they owed money?</p> <p>12 A. No. I did have communication with Dr. Kevin</p> <p>13 Moran who was a sublease from me and then it got changed</p> <p>14 to Dr. David Ellent.</p> <p>15 Q. Okay. And so you've had communications with them</p> <p>16 as well?</p> <p>17 A. Correct. I didn't know that you want</p> <p>18 communication with the subtenant other than UMMC about the</p> <p>19 lease. I thought the -- I can produce communication</p> <p>20 between 1960 Family Practice with the other subtenant.</p> <p>21 Q. Okay. On Number 6 we asked for "All agreements</p> <p>22 to lease, sublet, or offer to lease or any similar</p> <p>23 documents indicating yours or any entity owned or</p> <p>24 controlled by you, including 1960 Family Practice's</p> <p>25 permission to occupy any of the premises located at the's</p>

<p>1 -- well, it's two -- there's two things -- "located at 847 2 or 845 Cypress Creek from January 1st of '18 to present."</p> <p>3 And even though you objected to it, you 4 agreed to produce the subtenant leases in effect on 5 September 1st of 2019. Do you see that, ma'am?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. Okay. Do you recall -- do you recall what 8 subtenants there were when you were no longer -- when 1960 9 Family Practice, PA, was no longer on the premises?</p> <p>10 <b>A. Besides UMMC?</b></p> <p>11 Q. Yes, ma'am.</p> <p>12 <b>A. The eye doctor, the respiratory doctor,</b> <b>Lymphedema, and one more. I think rheumatology.</b></p> <p>14 Q. What was Genesis?</p> <p>15 <b>A. Genesis is a primary care group with oncology,</b> <b>and they sublease from Kevin Moran, who sublease from me.</b></p> <p>17 <b>He was an orthopedic doctor.</b></p> <p>18 Q. Okay. Were you aware that Genesis moved out?</p> <p>19 <b>A. Oh, when? When did they move out? No, I was not</b> <b>aware of that.</b></p> <p>21 Q. Okay. So you had no idea that Genesis also moved out and broke their sublease?</p> <p>23 <b>A. I did not know that.</b></p> <p>24 Q. Okay. Number 8 says "All payments made by you on the guaranty agreement made the basis of this suit."</p>	<p>Page 169</p> <p>1 documents produced to Dr. Nguyen by you in Cause 2 Number 2019-46875."</p> <p>3 Do you see that, ma'am?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. And you objected to that, correct?</p> <p>6 <b>A. Correct.</b></p> <p>7 Q. Are you saying that there's no crossover between 8 those two lawsuits and this lawsuit?</p> <p>9 <b>A. I don't know. That's -- my attorney would have</b> <b>to figure it out.</b></p> <p>11 Q. Okay, ma'am. But personally do you believe 12 there's any crossover between the two?</p> <p>13 <b>A. What lawsuit?</b></p> <p>14 Q. Between the one that -- Dr. Nguyen is suing you 15 for in Cause Number 2019-46875?</p> <p>16 <b>A. I do think there are some relate.</b></p> <p>17 Q. So there is some relation, right?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. Okay. Number 11, "All agreements for settlement, 20 indemnification, compromise, guaranty or any other kind of 21 agreement which you have entered into with any other 22 person relating to this lawsuit."</p> <p>23 Have you made any agreements with any of the 24 other guarantors to indemnify them, ma'am, in this 25 lawsuit?</p>	<p>Page 171</p>
<p>1 You're saying you've made no payments or you 2 can't locate any payments?</p> <p>3 <b>A. I don't know if -- if there were any payment,</b> <b>Patricia would have known.</b></p> <p>5 Q. Okay. Okay. "All statements made by you in your 6 individual capacity or in your capacity as an authorized 7 agent for 1960 Family Practice's dealing with the issue of 8 rent following 1960 Family Practice's sale of its assets, 9 including any statements made in the 341 meeting to the 10 trustee."</p> <p>11 Do you see that?</p> <p>12 <b>A. What number is this?</b></p> <p>13 Q. Number 9.</p> <p>14 <b>A. Okay.</b></p> <p>15 Q. Did you produce those? I didn't get 341 meeting 16 minutes.</p> <p>17 MS. FALCON: I thought we did produce those. 18 I think you have to get those from the trustee.</p> <p>19 MS. ZIEK: If you -- I didn't get -- I 20 didn't see them, but I'm not going to say they weren't 21 there, because I haven't gone through every native format 22 thing that you forwarded over. I've only been through the 23 PDFs and some other stuff, so it may be there. If it is 24 there, just point it out and I'll just deal with it.</p> <p>25 Q. (BY MS. ZIEK) Okay. The next one is "All</p>	<p>Page 170</p> <p>1 A. In this KME lawsuit?</p> <p>2 Q. Yes, ma'am.</p> <p>3 A. Well, it's -- the lawsuit is myself, Alex Nguyen, 4 and Annie Hoang.</p> <p>5 Q. Correct.</p> <p>6 A. Correct.</p> <p>7 Q. Have you made any agreements with them to 8 indemnify you?</p> <p>9 A. No.</p> <p>10 Q. Have you made any agreements to indemnify them?</p> <p>11 A. (Nodding negatively.)</p> <p>12 Q. No?</p> <p>13 You produced the lease guaranty. You 14 produced...</p> <p>15 Okay. Did you make -- I didn't see any 16 payments. How would you normally pay KME?</p> <p>17 A. I don't know.</p> <p>18 Q. So you don't know how 1960 Family Practice 19 normally paid KME?</p> <p>20 A. No.</p> <p>21 Q. Do you know if it was by wire or check?</p> <p>22 A. I don't know.</p> <p>23 Q. Who would know?</p> <p>24 A. Patricia.</p> <p>25 MS. ZIEK: Are we on 35?</p>	<p>Page 172</p>

	Page 173		Page 175
1	MR. MATTHEWS: Yeah.	1	<b>A. Uh-huh, correct.</b>
2	Q. (BY MS. ZIEK) When did 1960 Family Practice file	2	Q. And this was part of what you filed in the
3	for bankruptcy?	3	bankruptcy court. Is that correct?
4	<b>A. It's on the record. I think November 2021. I</b>	4	<b>A. Correct.</b>
5	<b>don't -- I don't remember exactly.</b>	5	Q. Okay. And so what did this receivable represent?
6	Q. Could it be November of 2020?	6	<b>A. It represent the unpaid, the amount of money that</b>
7	<b>A. Oh, November 2020, yeah.</b>	7	<b>UMMC should have paid.</b>
8	Q. And I think earlier you said that you placed 1960	8	Q. To whom, ma'am?
9	Family Practice, PA, into bankruptcy without any meeting	9	<b>A. To -- for example, to the Physicians Alliance of</b>
10	with either Drs. Nguyen or Annie Hoang?	10	<b>Red Oak, on rent -- for rent in building -- in Spring</b>
11	<b>A. We had a meeting. But since I was the majority</b>	11	<b>building. It says right here, ultimately owed to</b>
12	<b>shareholder and the managing partner, so the decision was</b>	12	<b>Physicians Alliance of Red Oak. Ultimately -- you can see</b>
13	<b>made.</b>	13	<b>all of that -- ultimately owed to Broadstone.</b>
14	Q. Okay. So now you're saying there was a meeting?	14	Q. But whose receivable was this, ma'am?
15	<b>A. There was a meeting with me and my lawyer.</b>	15	<b>A. It was UMMC, 2019.</b>
16	Q. Okay. That wasn't what I asked. I asked was	16	Q. I understand that. But who did UMMC owe pursuant
17	there ever a meeting with doctors -- I'm sorry, Dr. Nguyen	17	to your schedule and bankruptcy?
18	and Dr. Hoang before 1960 Family Practice, PA, was placed	18	<b>A. This is rent money.</b>
19	into bankruptcy?	19	Q. I understand that, ma'am. But isn't this what
20	<b>A. According to my lawyer, I don't have to.</b>	20	1960 was claiming was owed to them as a receivable from
21	Q. That wasn't the question, ma'am.	21	UMMC?
22	<b>A. Okay. No. No.</b>	22	<b>A. Yes.</b>
23	Q. It's yes or no.	23	Q. Okay. So let's go to page 2. And I think if you
24	<b>A. No.</b>	24	start down -- and it starts with 9 -- 11/15 of 2019. It's
25	Q. Did you have a meeting with your other	25	about halfway down the page. And the number is \$903.79,
	Page 174		Page 176
1	shareholders?	1	"5 percent late fee, November 2019 rent - 847 Cypress
2	<b>A. No, there was no meeting.</b>	2	Creek Parkway, Building 3."
3	Q. And so in November of 2020, you put 1960 Family	3	Do you see this?
4	Practice, PA, into bankruptcy, correct?	4	"Amount ultimately payable to KME Holdings,
5	<b>A. Correct.</b>	5	LLC."
6	Q. At the time you put it into bankruptcy, you filed	6	<b>A. 992,000 -- I mean, \$992.</b>
7	certain schedules and declared under penalties of perjury	7	MR. MATTHEWS: You said the wrong date.
8	these were the amounts due and owing, correct?	8	Q. (BY MS. ZIEK) 903.79.
9	<b>A. Correct.</b>	9	<b>A. Yes.</b>
10	Q. Okay. Let me show you what's been marked as	10	MR. MATTHEWS: You said the wrong date, I
11	Exhibit Number 35.	11	think. 12/15.
12	(Exhibit 35 marked.)	12	Q. (BY MS. ZIEK) 12/15 of 2019?
13	Q. (BY MS. ZIEK) This is an exhibit and it's called	13	<b>A. I see 12/17 of 2019.</b>
14	A/B, up at the top, #11B. Do you see that, ma'am? And it	14	Q. Keep going down, ma'am.
15	is a UMMC Receivable Detail. Do you see that?	15	<b>A. Okay.</b>
16	<b>A. Where is that, on what -- page 1?</b>	16	Q. Till you hit where --
17	Q. It's on page 1.	17	<b>A. 2 -- yes, yes.</b>
18	<b>A. Yeah.</b>	18	Q. Do you see it, 11/15 of 2019?
19	Q. Up at the top it says "Exhibit A/B #11B,"	19	<b>A. Yes.</b>
20	correct?	20	Q. "903.79, 5 percent late fee, November 2019 rent."
21	<b>A. Correct.</b>	21	Do you see that ultimately owed to KME?
22	Q. And it says "UMMC" under that, correct?	22	<b>A. Yes.</b>
23	<b>A. Correct.</b>	23	Q. Okay. Where did you come up with all of these
24	Q. And then over to the side, starting on the	24	numbers?
25	right-hand, it says, "UMMC Receivable Detail," correct?	25	<b>A. Patricia pull it from her QuickBooks.</b>

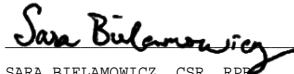
<p style="text-align: right;">Page 177</p> <p>1 Q. Okay. So these are the amounts you acknowledged 2 are due KME, correct --</p> <p>3 MS. FALCON: Objection. Form.</p> <p>4 Q. (BY MS. ZIEK) -- as of November of 2020 when you 5 filed bankruptcy?</p> <p>6 MS. FALCON: Objection. Form.</p> <p>7 Q. (BY MS. ZIEK) Well, you swore to the schedule, 8 correct?</p> <p><b>9 A. Correct. Whatever is on the schedule, that's 10 correct.</b></p> <p>11 Q. Okay. And so real estate taxes from September of 12 '19 to December of '19, amount ultimately owed to 13 Physicians Alliance of Red Oak, LLP.</p> <p>14 Did Physicians Alliance of Red Oak, LP, pay 15 those taxes?</p> <p><b>16 A. Yes.</b></p> <p>17 Q. Why would Physicians Alliance of Red Oak, LP, pay 18 taxes owed by 1960 Family Practice, PA, on the buildings 19 owned by my clients?</p> <p><b>20 A. No, no, no. No. What is it? I'm confused. The 21 Physician Red Oak -- Physicians Alliance Red Oak, we don't 22 pay taxes on building that owned by your client. We pay 23 taxes on both buildings that's owned by Physicians 24 Alliance of Red Oak on Spring building.</b></p> <p>25 Q. Okay. Well, that's not what that says, ma'am.</p>	<p style="text-align: right;">Page 179</p> <p><b>1 A. Correct. I think she thought from November to 2 June 2021.</b></p> <p>3 Q. Okay. And the same thing, if you go to the 4 second page, although it is for building -- a different 5 building, Building 2, she also puts in a year's worth of 6 future rent payments on that building as well, correct?</p> <p><b>7 A. What amount is it?</b></p> <p>8 Q. \$43,917.72?</p> <p><b>9 A. Correct. Right, because we all under the 10 assumption the lease -- that we obligate to --</b></p> <p>11 Q. And the only amount that she actually has you 12 liable for in Building 3 appears to be the IT space, 13 correct -- I'm sorry, in Building 2?</p> <p><b>14 A. Yes.</b></p> <p>15 Q. Okay. So it has no amounts for subtenants that 16 didn't pay, correct?</p> <p><b>17 A. Correct.</b></p> <p>18 Q. It has no amounts for tenants -- I'm sorry, 19 subtenants that didn't pay CAM, correct?</p> <p><b>20 A. Correct.</b></p> <p>21 Q. And it has no amounts for subtenants who moved 22 out of their spaces prior to their leases ending, correct?</p> <p><b>23 A. Correct.</b></p> <p>24 Q. And then at the bottom you say, "Plus 25 miscellaneous fees, including but not limited to late</p>
<p style="text-align: right;">Page 178</p> <p>1 \$19,518.57, real estate property taxes from September of 2 2019 to December of 2019 for 847 Cypress Creek Parkway, 3 Building 3, Houston, Texas, which is one of my client's 4 buildings, correct?</p> <p><b>5 A. Correct.</b></p> <p>6 Q. And then it says, out to the side, "Amount 7 ultimately owed to Physicians Alliance of Red Oak, LP."</p> <p>8 Is that incorrect?</p> <p><b>9 A. I would have to ask Patricia. But my suspect is 10 that Patricia took -- borrow money from our old building 11 and paid the taxes, but I don't know. I would have to ask 12 her because she's a CPA and she pulled the schedule for 13 QuickBooks.</b></p> <p>14 Q. Okay. And so as we go down, there's certain 15 amounts paid. It looks like the rent goes up on June 1st 16 of 2020, correct? There's a rent increase?</p> <p><b>17 A. Yes.</b></p> <p>18 Q. And then it continues on. And then we get down 19 to 11/6 of 2020, and it says, "One year of future rent 20 payments for Building 3."</p> <p>21 Do you see that?</p> <p><b>22 A. Yes.</b></p> <p>23 Q. Why would she have been adding one year's worth 24 of rent payments that -- was she also under the assumption 25 that this was a ten-year lease?</p>	<p style="text-align: right;">Page 180</p> <p>1 fees, interest, attorneys' fees for Brookstone Cypress MOB 2 and KME," correct --</p> <p><b>3 A. Correct.</b></p> <p>4 Q. -- "for which there are pending lawsuits"?</p> <p><b>5 A. Not Broadstone. Broadstone is a nonsuit now.</b></p> <p>6 Q. Okay. But you say "for which there are pending 7 lawsuits."</p> <p>8 Do you see that ma'am?</p> <p><b>9 A. Yes.</b></p> <p>10 Q. Okay. So at least in 2020, November of 2020, you 11 knew there was a lawsuit, correct, ma'am?</p> <p><b>12 A. Of what?</b></p> <p>13 MS. FALCON: Objection. Form.</p> <p><b>14 A. No, I don't know. Like I said --</b></p> <p>15 MS. FALCON: Which lawsuit?</p> <p><b>16 A. Which lawsuit, on which company?</b></p> <p>17 Q. (BY MS. ZIEK) It says interest and attorneys' 18 fees for Broadstone Cypress MOB, LLC, and KME LLC for 19 which there are pending lawsuits?</p> <p><b>20 A. Pending lawsuit from Cypress MOB and pending 21 lawsuit from KME.</b></p> <p>22 Q. Okay. So as -- when you filed in November of 23 2020, you knew there was a pending lawsuit, correct, 24 ma'am?</p> <p><b>25 A. No. Pending law -- okay. Pending lawsuit of</b></p>

1 Cypress MOB, I don't think it was filed back there. I  
 2 don't know. I would have to go back and look at all that  
 3 number and what it is. That's why we assigned zero.  
 4 Q. Well, you assigned zero because it says "unknown  
 5 amount," correct?  
 6 A. It's unknown amount.  
 7 Q. OKAY. But at least you knew there was a lawsuit  
 8 going on?  
 9 A. I don't know about that. I don't. Seriously, I  
 10 don't know.  
 11 Q. Well, somebody knew about it because somebody put  
 12 it on a schedule, correct?  
 13 A. Patricia would be the one who filled out a  
 14 schedule and put on the schedule, correct, yes.  
 15 MS. ZIEK: Can we take a five-minute break?  
 16 I might be pretty close to being finished.  
 17 MS. FALCON: Sure.  
 18 (Recess taken from 3:51 p.m. to 4:02 p.m.)  
 19 MS. ZIEK: I'm going to reserve the rest of  
 20 my questions until they finish, see if I have any more,  
 21 but I'm passing the witness.  
 22 MS. FALCON: If y'all don't mind, it would  
 23 be really nice if we could just reschedule this for a  
 24 different day. She's got a depo on Monday. She's also,  
 25 you know, got her knee thing. You've got stuff you need

1 to do. I think it would be very nice. We can try to get  
 2 some dates. You said before June 4th?  
 3 MS. POYSER: 4th.  
 4 MS. FALCON: We'll try to work on that.  
 5 We'll look at your schedule tomorrow.  
 6 If that's okay with you.  
 7 MR. MATTHEWS: Yeah, it's okay. I mean, you  
 8 know, because either way, I don't think we are going to  
 9 finish today.  
 10 MS. FALCON: That's the point. Why start if  
 11 you're not going to finish.  
 12 MR. MATTHEWS: Okay.  
 13 (Deposition Recessed at 4:03 p.m.)  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 181  
 1 CORRECTIONS AND SIGNATURE  
 2 WITNESS NAME: HUONG LE NGUYEN DATE: 05/19/2022  
 3 PAGE LINE CHANGE REASON  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
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 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_

Page 182  
 1 I, HUONG LE NGUYEN, have read the foregoing  
 2 deposition and hereby affix my signature that same is  
 3 true and correct, except as noted on the correction  
 4 page.  
 5  
 6 \_\_\_\_\_  
 7  
 8 THE STATE OF TEXAS )  
 9 COUNTY OF \_\_\_\_\_ )  
 10  
 11 Before me \_\_\_\_\_ on this day  
 12 personally appeared HUONG LE NGUYEN, known to me or  
 13 proved to me on the oath of \_\_\_\_\_ or  
 14 through \_\_\_\_\_ (description of identity  
 15 card or other document) to be the person whose name is  
 16 subscribed to the foregoing instrument and acknowledged  
 17 to me that he/she executed the same for the purposes and  
 18 consideration therein expressed.  
 19 Given under my hand and seal of office this \_\_\_\_\_  
 20 day of \_\_\_\_\_, 2022.  
 21  
 22 NOTARY PUBLIC IN AND FOR  
 23 THE STATE OF TEXAS  
 24 My Commission Expires:  
 25 \_\_\_\_\_

	Page 185	Page 187
1	CAUSE NO. 2020-01418	
2	KME HOLDINGS, LLC, ) IN THE DISTRICT COURT OF	
	)	
3	Plaintiffs, )	
	)	
4	VS. ) HARRIS COUNTY, TEXAS	
	)	
5	1960 FAMILY PRACTICE, )	
	P.A., PHYSICIANS ALLIANCE )	
6	OF RED OAK, L.P., UNITED )	
	MEMORIAL MEDICAL CENTER, )	
7	LLC, HUONG LE NGUYEN, )	
	QUOC D. LE, AND ALEX L. )	
8	NGUYEN, ) 189TH JUDICIAL DISTRICT	
	)	
9	Defendants. )	
10	REPORTER'S CERTIFICATION	
	DEPOSITION OF HUONG LE NGUYEN	
11	TAKEN MAY 19, 2022	
12	I, SARA BIELAMOWICZ, Certified Shorthand Reporter	
13	in and for the State of Texas, hereby certify to the	
14	following:	
15	That the witness, HUONG LE NGUYEN, was duly sworn	
16	by the officer and that the transcript of the oral	
17	deposition is a true record of the testimony given by	
18	the witness;	
19	That the deposition transcript was submitted on	
20	June 02, 2022 to the witness or to the attorney for	
21	the witness for examination, signature and return to me,	
22	by June 22, 2022; (20 days);	
23	That pursuant to information given to the	
24	deposition officer at the time said testimony was taken,	
25	the following includes all parties of record and the	
	Page 186	
1	amount of time used by each party at the time of the	
2	deposition:	
3	FOR THE PLAINTIFF:	
4	04:32	
5	Ms. Robin M. Ziek	
6	ROBIN M. ZIEK - ATTORNEY AT LAW	
7	24 Greenway Plaza, Suite 2050	
8	Houston, Texas 77046	
9	713.222.8030	
10	Rziek@sbcglobal.net	
11	FOR THE DEFENDANT, HUONG LE NGUYEN:	
12	00:00	
13	Ms. Amy C. Falcon	
14	PORTER HEDGES, LLP	
15	1000 Main Street, 36th Floor	
16	Houston, Texas 77002	
17	713.226.6681	
18	Afalcon@porterhedges.com	
19	FOR THE DEFENDANT, UNITED MEMORIAL MEDICAL CENTER:	
20	00:00	
21	Ms. Sharlene A. Poyser	
22	THE POYSER LAW FIRM	
23	1001 Texas Avenue, Suite 400	
24	Houston, Texas 77002	
25	832.498.5434	
	sharlene@thepoyserlawfirm.com	
1	FOR THE DEFENDANT, ALEX L. NGUYEN:	
2	00:00	
3	Mr. Jeff Matthews	
4	ATTORNEY AT LAW	
5	P.O. Box 982	
6	Katy, Texas 77492	
7	281.772.0772	
8	Jeff.superdocs@gmail.com	
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1	I further certify that I am neither counsel for,	
2	related to, nor employed by any of the parties in the	
3	action in which this proceeding was taken, and further	
4	that I am not financially or otherwise interested in the	
5	outcome of the action.	
6	Further certification requirements pursuant to Rule	
7	203 of Texas Code of Civil Procedure will be certified	
8	to after they have occurred.	
9	Certified to by me this 2nd day of	
10	June, 2022.	
11		
12	SARA BIELAMOWICZ, CSR, RPR	
13	CSR NO. 4838; Expiration Date: 1-31-23	
14	Lexitas - Firm Registration No. 95	
15	13101 Northwest Freeway, Suite 210	
16	Houston, Texas 77040	
17	281-469-5580	
18		
19		
20		
21		
22		
23		
24		
25		

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